January 30, 2004
Supersedes October 15, 2003

BEFORE SUBMITTING YOUR BID

1. **Use pen and ink to complete the Bid.**

2. **Have you signed and completed the Contract Agreement, Offer & Award Forms?**

3. **As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.**

4. **Have you included prices for all Bid Items? ("Zero is not considered a bid price.")**

5. **Have you included a bid guarantee? Acceptable forms are:**

   A. **Bid Bond on the Department's prescribed form for 5% of the Bid Amount. (Or forms that do not contain any significant variations from the Department's forms as solely determined by the Department.)**

   B. **Official Bank Check, Cashier's Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.**

6. **If the written Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta. Other means, such as U.S. Postal Services' Express Mail has proven not to be reliable.**

AND FOR FEDERAL AID PROJECTS

7. **Have you included your DBE Utilization commitment in the proper amounts and signed the DBE Certification?**

If you need further information regarding Bid preparation, call the DOT Contracts Section at (207)624-3410.

For complete specifications regarding bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, Revision December 2002.

January 30, 2004
Supercedes February 11, 2003

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via **http://www.BIDX.com**. For information on electronic bidding contract Rebecca Pooler at **rebecca.pooler@maine.gov**.

NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open
PIN:
Town:
Date of Bid Opening:
Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed
PIN:
Town:
Date of Bid Opening:
Name of Contractor:
This should not be much of a change for those of you who use Federal Express or similar services.

Hand-carried Bids may be in one envelope as before, and should be marked with the following infrormation:

Bid Enclosed: Do Not Open
PIN:
Town:
Name of Contractor:

STATE OF MAINE DEPARTMENT OF TRANSPORTATION

Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT_____

_____, of the City/Town of _____and State of_____

as Principal, and _____as Surety, a

Corporation duly organized under the laws of the State of_____and having a usual place of

Business in _____and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of_____,for payment which Principal and Surety bind

themselves, their heirs, executers, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a part herein, to enter into a written contract for the construction of _____

_____

_____and if the Department shall accept said bid and the Principal shall execute and deliver a contract in the form attached hereto (properly completed in accordance with said bid) and shall furnish bonds for this faithful performance of said contract, and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full force, and effect.

Signed and sealed this_____day of _____20_____

WITNESS:

_____

_____

_____

PRINCIPAL:

By_____

By:_____

By:_____

WITNESS

_____

_____

_____

SURETY:

By_____

By:_____

Name of Local Agency: _____

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required.

State of Maine
Department of Transportation

REQUEST FOR INFORMATION

Date _____ Time _____

Information Requested: **PIN: _____ Town(s): _____**

Request by: _____ Phone: (_____)_____
Bid Date: _____ Fax: (_____)_____

Complete top portion of form and transmit to the number listed in the Notice to Contractors

RFI No: _____ RFI received: _____

Response:_____

Response By:_____ Date: _____

INSTRUCTIONS FOR PREPARING THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan to the Contract's Engineer by 4:30 P.M. on the Bid day.

2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone and fax number.

Provide total Bid price, Federal Project Identification Number, and location of the Project work.

In the columns, name each DBE firm to be used, provide the Unit or Item cost of the Work/Product to be provided by the DBE firm, give a brief description of the Work, and the dollar value of the Work.

If no DBE firm is to be utilized, the Contractor must document the reason(s) why no DBE firms are being used. Specific supporting evidence of good faith efforts taken by Contractors to solicit DBE Bidders must be attached. This evidence, as a minimum, includes phone logs, e-mail and/or mail DBE solicitation records, and the documented results of these solicitations.

NOTICE

Disadvantaged Business Enterprise Proposed Utilization

The Apparent Low Bidder must submit the Disadvantaged Business Enterprise Proposed Utilization form by close of Business (4:30 P.M.) on Bid day.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form must be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact Equal Opportunity at (207) 624-3066.

MDOTs DBE Directory of Certified firms can also be obtained at http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE PROPOSED UTILIZATION PLAN

Low Bidder shall furnish completed form to Contracts Section by 4:30 P.M. on Bid Opening day.

TO: MDOT Contracts Section
16 State House Station,
Augusta, Me 04333-0016
or
Fax: 207-624-3431

Contractor: _____
Prepared by: _____

Telephone: _____ Fax: _____

BID PRICE: $_____FEDERAL PROJECT #_____LOCATION: _____

TOTAL DBE PARTICIPATION AS A PERCENT OF TOTAL BID PRICE = _____%

DBE Firm*	Unit/Item Cost	Unit #	Description of work & Item Number	Actual $ Value
			Total >	

If no DBE firm(s) are used, bidder must document efforts made to secure DBE participation and attach supporting evidence of this effort:

_____

_____.

Examples: Bidder relies wholly upon low quote subcontractor section, DBE firm(s) were not low quote. No DBE firms bid.

***Only DBE firms certified by MDOT prior to bidding can be utilized by Contractor for DBE credit. Directory of certified DBEs is available on MDOT's website: www.state.me.us/mdot**

Equal Opportunity Use:

Plan received ___/___/___ Verified by: _____ Action: _____

Office of Human Resources

Equal Opportunity

MAINE DEPARTMENT OF TRANSPORTATION

Certified Disadvantaged and Women Business Enterprise

DBE DIRECTORY - MINORITY OWNED

WBE DIRECTORY - WOMEN OWNED

WEBSITE FOR DIRECTORY CAN BE FOUND AT:
http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listings.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Highway Improvements in the town of **Guilford**" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on June 16, 2004 , and at that time and place publicly opened and read. Bids will be accepted from contractors prequalified by the Department of Transportation for Highway Construction projects. All other Bids may be rejected. **MDOT provides the option of electronic bidding. We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. During this transition, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.**

Description: Maine Federal Aid Project No. STP-9200(100)X , PIN. 9200.10

Location: In Piscataquis County, project is located on Rte's 16, 6, & 15 beginning 0.4 mi. west of Rte.23 and extending east approx. 6.6 km to Sebec Shore Rd.

Outline of Work: Grading, drainage, base, hot mix asphalt, grinding pavement, guardrail, curb, bridge rehabilitation at Chase Bridge over Maxfield Brook and precast structural concrete arch at Salmon Stream Bridge, and other incidental work.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at http://www.state.me.us/mdot/project/design/homepg.htm contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Project Manager** Todd Pelletier at (207)624-3431. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207) 624-3007.

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Division III Office in Bangor. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207)624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Full size plans $247.00 ($259.00 by mail). Half size plans $124.00 ($131.00 by mail), Bid Book $10 ($13 by mail), Single Sheets $2, payment in advance, all non-refundable.

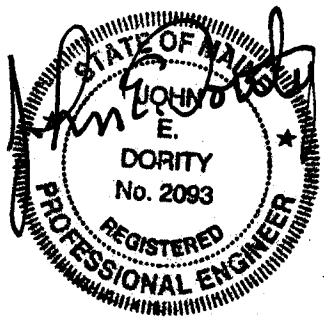
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of $155,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price $10 [$13 by mail], and Standard Details, Revision of December 2002, price $20 [$25 by mail] Standard Detail updates can be found at http://www.state.me.us/mdot/project/design/homepg.htm

The right is hereby reserved to the MDOT to reject any or all Bids.

Augusta, Maine
May 26, 2004



JOHN E. DORITY
CHIEF ENGINEER

Guilford
9200.10
March 17, 2004
Supercedes October 29, 2003

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS
&
SUBMISSION OF BID BOND VALIDATION NUMBER (IF APPLICABLE)

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

_____ _____
Date Signature of authorized representative

_____
(Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION

BID

DATE OF OPENING : **CALL ORDER :**

CONTRACT ID : 009200.10

PROJECTS

STP-9200(100)X

COUNTY : PISCATAQUIS

SCHEDULE OF ITEMS REVISED:

CONTRACT ID: 009200.10 PROJECT(S): STP-9200(100)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
	SECTION 0001 HIGHWAY / BRIDGE ITEMS					
0010	201.11 CLEARING	3.500 HA				
0020	201.23 REMOVING SINGLE TREE TOP ONLY	46.000 EA				
0030	201.24 REMOVING STUMP	40.000 EA				
0040	202.08 REMOVING BUILDING NO.: 1	LUMP	LUMP			
0050	202.08 REMOVING BUILDING NO.: 2	LUMP	LUMP			
0060	202.12 REMOVING EXISTING STRUCTURAL CONCRETE	5.000 M3				
0070	202.19 REMOVING EXISTING BRIDGE	LUMP	LUMP			
0080	202.202 REMOVING PAVEMENT SURFACE	17200.000 M2				
0090	202.203 PAVEMENT BUTT JOINTS	2260.000 M2				
0100	203.20 COMMON EXCAVATION	62100.000 M3				

CONTRACT ID: 009200.10 PROJECT(S): STP-9200(100)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0110	203.21 ROCK EXCAVATION	1810.000 M3				
0120	203.242 DIRTY BORROW	3050.000 M3				
0130	203.25 GRANULAR BORROW	2780.000 M3				
0140	206.061 STRUCTURAL EARTH EXCAVATION - DRAINAGE AND MINOR STRUCTURES, BELOW GRADE	165.000 M3				
0150	206.07 STRUCTURAL ROCK EXCAVATION - DRAINAGE AND MINOR STRUCTURES	425.000 M3				
0160	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	1424.000 M3				
0170	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	59800.000 M3				
0180	403.207 HOT MIX ASPHALT 19.0 MM NOMINAL MAX SIZE	14740.000 MG				
0190	403.208 HOT MIX ASPHALT 12.5 MM, SURFACE	6690.000 MG				
0200	403.209 HOT MIX ASPHALT 9.5 MM(SIDEWALKS,DRIVES, INCIDENTAL)	840.000 MG				
0210	403.211 HOT MIX ASPHALT (SHIM)	210.000 MG				

CONTRACT ID: 009200.10 PROJECT(S): STP-9200(100)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0220	403.213 HOT MIX ASPHALT 12.5 MM, BASE	7650.000 MG				
0230	409.15 BITUMINOUS TACK COAT APPLIED	10500.000 L				
0240	411.09 UNTREATED AGGREGATE SURFACE COURSE	240.000 M3				
0250	502.21 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	303.000 M3				
0260	502.261 SRRUCTURAL CONCRETE ROADWAY & SIDEWALK SLAB ON CONCRETE BRIDGES	LUMP	LUMP			
0270	502.31 STRUCTURAL CONCRETE APPROACH SLABS	LUMP	LUMP			
0280	502.36 STRUCTURAL CONCRETE, EXISTING STRUCTURE MODIFICATION	LUMP	LUMP			
0290	502.49 STRUCTURAL CONCRETE CURBS AND SIDEWALKS	LUMP	LUMP			
0300	502.56 CONCRETE FILL	170.000 M3				
0310	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	18400.000 KG				

CONTRACT ID: 009200.10 PROJECT(S): STP-9200(100)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0320	503.13 REINFORCING STEEL, PLACING	18400.000 KG				
0330	504.069 CONCRETE PIPE TIES	2.000 EA				
0340	508.13 MEMBRANE WATERPROOFING	LUMP	LUMP			
0350	510.10 SPECIAL DETOUR_____(M) ROADWAY WIDTH VEHICULAR & PEDESTRIAN TRAFFIC NOT SEPARATED	LUMP	LUMP			
0360	511.07 COFFERDAM:	LUMP	LUMP			
0370	512.081 FRENCH DRAINS	LUMP	LUMP			
0380	514.06 CURING BOX FOR CONCRETE CYLINDERS	2.000 EA				
0390	515.21 PROTECTIVE COATING FOR CONCRETE SURFACES	LUMP	LUMP			
0400	525.26 REPOINTING GRANITE MASONRY	14.000 M2				
0410	526.301 TEMPORARY CONCRETE BARRIER TYPE I	LUMP	LUMP			

CONTRACT ID: 009200.10 PROJECT(S): STP-9200(100)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0420	534.70 PRECAST STRUCTURAL CONCRETE ARCH	LUMP	LUMP			
0430	601.22 GABIONS, PVC COATED	130.000 M3				
0440	603.159 300 MM CULVERT PIPE OPTION III	277.000 M				
0450	603.16 375 MM CULVERT PIPE OPTION I	250.000 M				
0460	603.169 375 MM CULVERT PIPE OPTION III	51.000 M				
0470	603.17 450 MM CULVERT PIPE OPTION I	41.000 M				
0480	603.175 450 MM RCP CLASS III	42.000 M				
0490	603.1752 450 MM RCP CLASS IV	32.000 M				
0500	603.179 450 MM CULVERT PIPE OPTION III	424.000 M				
0510	603.199 600 MM CULVERT PIPE OPTION III	122.000 M				
0520	603.215 900 MM REINFORCED CONCRETE PIPE CLASS III	39.000 M				

CONTRACT ID: 009200.10 PROJECT(S): STP-9200(100)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0530	603.76 300 MM INLET GRATE UNIT	4.000 EA				
0540	603.77 375 MM INLET GRATE UNIT	4.000 EA				
0550	603.78 450 MM INLET GRATE UNIT	5.000 EA				
0560	603.80 600 MM INLET GRATE UNIT	1.000 EA				
0570	604.092 CATCH BASIN TYPE B1-C	28.000 EA				
0580	604.15 MANHOLE	6.000 EA				
0590	604.243 CATCH BASIN TYPE F3-C	1.000 EA				
0600	604.245 CATCH BASIN TYPE F4-C	2.000 EA				
0610	604.247 CATCH BASIN TYPE F5-C	2.000 EA				
0620	604.249 CATCH BASIN TYPE F6-C	2.000 EA				
0630	604.262 CATCH BASIN TYPE B5-C	8.000 EA				

CONTRACT ID: 009200.10 PROJECT(S): STP-9200(100)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0640	605.09 150 MM UNDERDRAIN TYPE B	1800.000 M				
0650	605.10 150 MM UNDERDRAIN OUTLET	24.000 M				
0660	605.11 300 MM UNDERDRAIN TYPE C	772.000 M				
0670	605.12 375 MM UNDERDRAIN TYPE C	178.000 M				
0680	605.13 450 MM UNDERDRAIN TYPE C	188.000 M				
0690	606.15 GUARDRAIL TYPE 3A - SINGLE RAIL	1277.000 M				
0700	606.151 GUARDRAIL TYPE 3AA - SINGLE RAIL	578.000 M				
0710	606.191 GUARDRAIL TYPE 3AA - 4.5 M RADIUS AND LESS	8.000 M				
0720	606.20 GUARDRAIL TYPE 3A - OVER 4.5 M RADIUS	96.000 M				
0730	606.201 GUARDRAIL TYPE 3AA - OVER 4.5 M RADIUS	89.000 M				
0740	606.258 CABLE RELEASING TERMINAL ANCHORAGE ASSEMBLY	14.000 EA				

CONTRACT ID: 009200.10 PROJECT(S): STP-9200(100)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0750	606.265 TERMINAL END - SINGLE RAIL - GALVANIZED STEEL	2.000 EA				
0760	606.266 TERMINAL END - SINGLE RAIL - CORROSION RESISTANT STEEL	2.000 EA				
0770	606.35 GUARDRAIL DELINEATOR POST	42.000 EA				
0780	606.47 SINGLE WOOD POST	29.000 EA				
0790	606.74 GUARDRAIL TYPE 3 - SINGLE RAIL BRIDGE MOUNTED	31.000 M				
0800	606.79 GUARDRAIL 350 FLARED TERMINAL	14.000 EA				
0810	607.24 REMOVE AND RESET FENCE	102.000 M				
0820	609.247 TERMINAL CURB TYPE 2 - 2.1 METER	4.000 EA				
0830	609.31 CURB TYPE 3	3460.000 M				
0840	610.08 PLAIN RIPRAP	740.000 M3				
0850	610.16 HEAVY RIPRAP	1150.000 M3				

CONTRACT ID: 009200.10 PROJECT(S): STP-9200(100)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0860	610.18 STONE DITCH PROTECTION	8.000 M3				
0870	612.06 BITUMINOUS SEALING - BLACK	1150.000 M2				
0880	613.319 EROSION CONTROL BLANKET	983.000 M2				
0890	613.339 PERMANENT EROSION CONTROL / TURF REINFORCEMENT MAT	95.000 M2				
0900	615.07 LOAM	3320.000 M3				
0910	618.1301 SEEDING METHOD NUMBER 1 - PLAN QUANTITY	335.000 UN				
0920	618.1401 SEEDING METHOD NUMBER 2 - PLAN QUANTITY	390.000 UN				
0930	618.1411 SEEDING METHOD NUMBER 3 - PLAN QUANTITY	230.000 UN				
0940	619.1201 MULCH - PLAN QUANTITY	955.000 UN				
0950	620.56 DRAINAGE GEOTEXTILE	550.000 M2				
0960	620.58 EROSION CONTROL GEOTEXTILE	2930.000 M2				

CONTRACT ID: 009200.10 PROJECT(S): STP-9200(100)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0970	621.037 EVERGREEN TREES (1500 MM - 1800 MM) GROUP A	20.000 EA				
0980	621.80 ESTABLISHMENT PERIOD	LUMP	LUMP			
0990	627.711 WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE (PLAN QUANTITY)	20200.000 M				
1000	627.76 TEMPORARY PAVEMENT MARKING LINE, WHITE OR YELLOW	LUMP	LUMP			
1010	629.05 HAND LABOR, STRAIGHT TIME	40.000 HR				
1020	631.111 TRACTOR MOUNTED HYDRAULIC HAMMER	20.000 HR				
1030	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	60.000 HR				
1040	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	60.000 HR				
1050	631.18 CHAIN SAW RENTAL (INCLUDING OPERATOR)	20.000 HR				
1060	631.20 STUMP CHIPPER (INCLUDING OPERATOR)	20.000 HR				
1070	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	10.000 HR				

CONTRACT ID: 009200.10 PROJECT(S): STP-9200(100)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
1080	637.071 DUST CONTROL	LUMP	LUMP			
1090	639.18 FIELD OFFICE TYPE A	1.000 EA				
1100	639.21 TESTING FACILITIES SOILS	LUMP	LUMP			
1110	643.72 TEMPORARY TRAFFIC SIGNAL	LUMP	LUMP			
1120	652.31 TYPE I BARRICADE	40.000 EA				
1130	652.311 TYPE II BARRICADE	10.000 EA				
1140	652.33 DRUM	180.000 EA				
1150	652.34 CONE	180.000 EA				
1160	652.35 CONSTRUCTION SIGNS	100.000 M2				
1170	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP	LUMP			
1180	652.38 FLAGGER	6000.000 HR				

CONTRACT ID: 009200.10 PROJECT(S): STP-9200(100)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
1190	653.22 50 MM POLYSTYRENE PLASTIC INSULATION	110.000 M2				
1200	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
1210	657.24 SEEDING PITS	410.000 UN				
1220	658.20 ACRYLIC LATEX COLOR FINISH, GREEN	156.000 M2				
1230	659.10 MOBILIZATION	LUMP	LUMP			
1240	660.21 ON-THE-JOB TRAINING (BID)	1000.000 HR				
1250	823.011 GATE VALVE BOX, INSTALL ONLY	5.000 EA				
1260	823.332 GATE VALVE BOX, ADJUST TO GRADE	20.000 EA				
	SECTION 0001 TOTAL					
	TOTAL BID					

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

_____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **9200.10** for **Highway Improvements** in the town of **Guilford**, County of **Piscataquis**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **June 1, 2006.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

_____

$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.

2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.

3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN. 9200.10 - Highway Improvements – in the town of Guilford,

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

_____	_____
Date	(Signature of Legally Authorized Representative of the Contractor)
_____	_____
Witness	(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	By: David A. Cole, Commissioner
_____	
Witness	

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

_____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **9200.10** for **Highway Improvements** in the town of **Guilford**, County of **Piscataquis**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **June 1, 2006.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

_____

$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.

2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.

3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN. 9200.10 – Highway Improvements – in the town of Guilford - ,

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

_____	_____
Date	(Signature of Legally Authorized Representative of the Contractor)
_____	_____
Witness	(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	By: David A. Cole, Commissioner
_____	
Witness	

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and **(Name of the firm bidding the job)** a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **(address of the firm bidding the job)**

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **1224.00**, for the **Hot Mix Asphalt Overlay** in the town/city of **West Eastport**, County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 15**, 2003**.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is **____(Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)_____ $_ (repeat bid here in numerical terms, such as $102.10)_____** Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.

2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.

3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 1234.00 West Eastport, Hot Mix Asphalt Overlay,

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

_____	**(Sign Here)**
Date	(Signature of Legally Authorized Representative of the Contractor)
____(**Witness Sign Here)**	**(Print Name Here)**
Witness	(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date	By: David A. Cole, Commissioner
(Witness)	

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____ _____ **and the State of** _____, as principal, and……..., a corporation duly organized under the laws of the State of ..... and having a usual place of business ...., as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum of _____ **and 00/100 Dollars ($)**, to be paid said Treasurer of the State of Maine or his successors in office, for which payment well and truly to be made, Principal and Surety bind themselves, their heirs, executors and administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in the Contract to construct Project Number _____ in the Municipality of _____ promptly and faithfully performs the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State of Maine.

Signed and sealed this ..... day of ....., 20…. .

WITNESSES:	SIGNATURES: CONTRACTOR:
Signature.....	.....….....
Print Name Legibly	Print Name Legibly ...….....
	SURETY:
Signature	....….....
Print Name Legibly	Print Name Legibly .....
SURETY ADDRESS:	NAME OF LOCAL AGENCY:
.....	ADDRESS .....
.....	..….....
.....	.....….....
TELEPHONE.....	.....….....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____ _____ **and the State of** _____, as principal, and.....…..... a corporation duly organized under the laws of the State of ..... and having a usual place of business in .....……., as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use and benefit of claimants as herein below defined, in the sum of _____ **and 00/100 Dollars ($)** for the payment whereof Principal and Surety bind themselves, their heirs, executors and administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in the Contract to construct Project Number _____ in the Municipality of _____ promptly satisfies all claims and demands incurred for all labor and material, used or required by him in connection with the work contemplated by said Contract, and fully reimburses the obligee for all outlay and expense which the obligee may incur in making good any default of said Principal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material or both, used or reasonably required for use in the performance of the contract.

Signed and sealed this ..... day of ...……....., 20 ... .

WITNESS:	SIGNATURES:
	CONTRACTOR:
Signature…….....	.....….....
Print Name Legibly .....…….	Print Name Legibly …....
	SURETY:
Signature.....	...….....
Print Name Legibly	Print Name Legibly …....
SURETY ADDRESS:	NAME OF LOCAL AGENCY:
...….....	ADDRESS ….....
.....	……....
TELEPHONE	……....

General Decision Number ME030009 06/13/2003 ME9

Superseded General Decision No. ME020009

State: Maine

Construction Type:
HIGHWAY

County(ies):

AROOSTOOK	KNOX	SAGADAHOC
FRANKLIN	LINCOLN	SOMERSET
HANCOCK	OXFORD	WALDO
KENNEBEC	PISCATAQUIS	YORK

HIGHWAY CONSTRUCTION PROJECTS excluding major bridging (for example: bascule, suspension and spandrel arch bridges; those bridging waters presently navigating or to be navigatable; and those involving marine construction in any degree); tunnels, building structures in rest area projects and railroad construction.

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

AROOSTOOK	KNOX	SAGADAHOC
FRANKLIN	LINCOLN	SOMERSET
HANCOCK	OXFORD	WALDO
KENNEBEC	PISCATAQUIS	YORK

ENGI0004V 04/01/2003

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
Pavers	16.51	6.00
Rollers	16.51	6.00

SUME4024A 10/24/2000

	Rates	Fringes
CARPENTERS	11.60	1.51
IRONWORKERS		
Structural	12.03	1.58
LABORERS		
Drillers	10.00	2.50
Flaggers	6.00	
Guardrail Installers	7.92	
Landscape	7.87	.16
Line Stripper	8.69	.23
Pipelayers	9.21	2.31
Rakers	9.00	1.51
Sign Erectors	10.00	
Unskilled	8.66	1.38
Wheelman	8.50	.43
POWER EQUIPMENT OPERATORS		
Backhoes	11.87	2.05
Bulldozers	12.33	2.88

Cranes	14.06	1.75
Excavators	12.38	2.48
Graders	13.06	3.73
Loaders	11.41	2.87
Mechanics	13.18	2.57
TRUCK DRIVERS		
Dump	9.35	3.10
Tri axle	8.70	1.18
Two axle	8.56	2.19

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Project No. STP-9200(100)X

SPECIAL PROVISION
CONSTRUCTION AREA

A Construction Area located in the **Town of Guilford** has been established by the Maine Department of Transportation in accordance with provisions of Title 29, Section 1703, Maine Revised Statutes Annotated.

(a) The section of highway under construction beginning at Sta. 0+660.00 and ending at Sta. 7+280.00 of the construction centerline plus approaches

(b) (Rte's 16,6,15) The section of highway under construction beginning at Sta. 0+660.00 and ending at Sta. 7+280.00 of the new construction centerline plus approaches.

The State Department of Transportation or the State's Engineer may issue permits for stated periods of time for moving construction equipment without loads, low-bed trailers with overloads, over-height, over-width or over-length equipment or materials over all State maintained sections described in the "Construction Area" above and in addition may issue permits for stated periods of time for moving overweight vehicles and loads over the section described in (a) above. The right to revoke such a permit at any time is reserved by the State Department of Transportation and the issuance of such permits shall be subject to any Special Provisions or Supplemental Specifications written for this project.

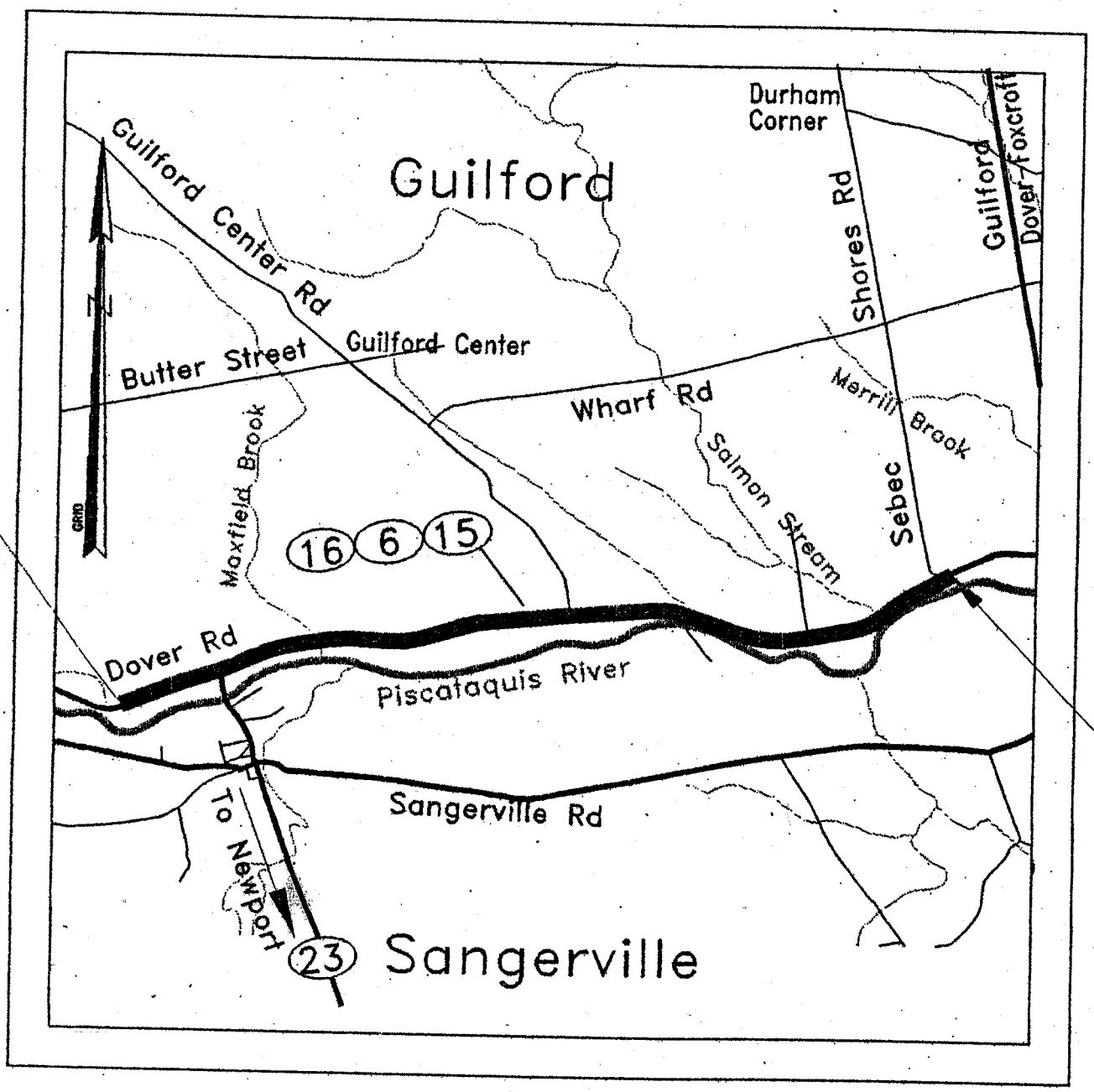
A Temporary Permit for each move may be issued by the State Department of Transportation or the State's Engineer for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over highways maintained by the State reasonably within the area of the project.

The Municipal Officers for the **Town of Guilford** agreed that a permit will be issued to the Contractor for the purpose of hauling loads in excess of the limits as specified in Title 29, Maine Revised Statues Annotated, on the town ways as described in the "Construction Area" and that single move permits will be issued for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over town ways reasonably within the area of the project.

In the event it is necessary to transport gravel, borrow, or other construction material in legally registered vehicles carrying legal loads over town ways, a Contractor's Bond of not more than Nine Thousand ($9,000.00) per kilometer of traveled length may be required by the town, the exact amount of said bond to be determined prior to use of any town way.

The maximum speed limits for trucks on any town way will be forty (40) km per hour [25 mph], unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

CT NO.
))X



A PORTION OF PISCATAQUIS COUNTY

LOCATION MAP

1 0.5 0 1 2

SCALE IN KILOMETERS

B LANE

February 7, 1996
Supersedes
May 8, 1995

SPECIAL PROVISION
CONSTRUCTION AREA

Title 29A, M.R.S.A., Subsection 2383. Overlimit movement permits

1. Overlimit movement permits issued by State. The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move non-divisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation.

2. Permit Fee. The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for these permits, at not less than $3, nor more than $15, based on weight, height, length and width.

3. County and municipal permits. A permit may be granted, for a reasonable fee, by county commissioners or municipal officers for travel over a way or bridge maintained by that county or municipality.

4. Permits for weight. A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.

5. Special mobile equipment. The Secretary of State may grant a permit, for no more than one year, to move pneumatic-tire equipment under its own power, including Class A and Class B special mobile equipment, over ways and bridges maintained by the Department of Transportation. The fee for that permit is $15 for each 30-day period.

6. Scope of permit. A permit is limited to the particular vehicle or object to be moved and particular ways and bridges.

7. Construction permits. A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The Permit:

   A. Must be procured from the municipal officers for a construction area within that municipality;
   B. May require the Contractor to be responsible for damage to ways used in the construction areas and ma provide for:
      (1) Withholding by the agency contraction the work of final payment under contract; or
      (2) The furnishing of a bond by the Contractor to guarantee suitable repair or payment damages.
   C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and
   D. For construction areas, carries no fee and does not come within the scope of this section.

8. Gross vehicle weight permits. The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:

A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;
B. Municipal officers, for all other ways and bridges within that city and compact village limits; and
C. The county commissioners, for county roads and bridges located in unorganized territory.

9. Pilot vehicles and state police escorts. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.

Warning lights may only be operated and lettering on the signs may only be visible on a pilot vehicle while it is escorting on a public way a vehicle with a permit.

The Secretary of State shall require a State Police escort for a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width. The Secretary of State, with the advice of the Commissioner of Transportation, may require vehicles of lesser dimensions to be escorted by the State Police.

The Bureau of State Police shall establish a fee for State Police escorts.

All fees collected must be used to defray the cost of services provided.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation for the operation of pilot vehicles.

10. Taxes paid. A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes.

1993, c. 683, § S-2, eff. January 1, 1995.

Historical and Statutory Notes

Derivation:

R.S. 1954, c. 22 § 98
Laws 1955, c. 389
Laws 1967, c. 3.
Laws 1971, c. 593, § 22.
Laws 1973, c. 213.
Laws 1975, c. 130, §
Laws 1975, c. 319, § 2 .
Laws 1977, c. 73, § 5.
Laws 1981, c. 413.
Laws 1985, c. 225, § 1
Laws 1987. c. 52.
Laws 1987, 781, § 3.
Laws 1989, c. 866, § B-13.
Laws 1991, c. 388, § 8.
Laws 1993, c. 683, § A-1.
Former 29 M.R.S.A. § 2382.

Cross Reference

Collection by Secretary of State, See 29-A M.R.S.A. § 154.

SPECIAL PROVISION
SECTION 102.3
EXAMINATION OF DOCUMENTS, SITE AND OTHER INFORMATION
(Geotechnical Information)

Geotechnical Information pertaining to this project has been collected and assembled. Bidders and Contractors are obligated to examine and, if necessary, obtain geotechnical information. Geotechnical Information is available at the Maine Department of Transportation office on Child Street, Augusta, Maine. Geotechnical Information will be provided to interested parties who request this information. Requests for this information should be directed to the Project Manager as outlined in the "Notice to Contractors".

The Department shall not be responsible for Bidder's and Contractor's interpretations of, or estimates or conclusions drawn from, the Geotechnical Information. Data provided may not be representative of the subsurface conditions between the boring locations.

This section does not diminish the duties imposed upon parties in Section 102 or in any other sections.

Town: **Guilford**
Projects: **STP-9200(100)X; PIN 9200.10**
Location: **Route 6/15/16**
Date: **February 9, 2004**

SPECIAL PROVISIONS
SECTION 104
Utilities

MEETING

A Pre-construction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **is** required.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made by the Department for coordination of utility work to be undertaken in conjunction with this project. The following list identifies all known utilities with facilities presently located within the limits of this project or with proposed facilities that will be installed during construction of this project.

Utility	Aerial	Underground
Central Maine Power Company	**X**	
Guilford/Sangerville Water District		**X**
Guilford/Sangerville Sanitary District		**X**
Moosehead Enterprises (CATV)	**X**	**X**
Verizon	**X**	

Temporary aerial utility adjustments **are provided for** as part of this project.

All utility adjustments are to be made by the respective utility company unless otherwise specified herein.

Utility company working days are Monday through Friday, conditions permitting. Estimated utility working days are based on a single crew each day for each utility.

Times and dates mentioned in this specification are estimates only and are dependent upon favorable weather, working conditions, and freedom from emergencies. The Contractor shall have no claim against the Department if they are exceeded.

Utility companies, within the limits of the project, will provide a three working day notice to the Department's Resident prior to removing any trees or trimming any trees adjacent to their conductors.

Proposed clearing within the proposed aerial utility relocation areas will be completed prior to the relocation of aerial utility facilities.

Any clearing, cutting or trimming of single trees required for temporary or permanent utility locations will be subject to approval of the Department's Resident.

Fire hydrants shall not be disturbed until all necessary work has been accomplished to provide proper fire protection.

PROPOSED AERIAL UTILITY WORK

Verizon
Verizon estimates **45** working days to set approximately 130 utility poles.

Pole support will require a three working day notice from the Contractor. The contact for requesting pole support or issues regarding Verizon is David Leavitt, and he may be reached at (207) 990-5239, cell phone 341-0183 and at david.g.leavitt@verizon.com.

Central Maine Power Company
At the completion of the pole installation by Verizon, Central Maine Power Company estimates **30** working days to transfer and/or install new conductors to the new pole locations and remove the abandoned conductors.

The contacts for issues regarding Central Maine Power Company are Dennis Chadbourne, (207) 828-2860 or Russ White (207) 623-3521 ext. 2353.

Moosehead Enterprises, Inc.
At the completion of the transfer and/or installation of new conductors to the new pole locations by Central Maine Power Company, Moosehead Enterprises Inc. estimates **5** working days to transfer and/or install new conductors to the new pole locations. The contact for issues regarding Moosehead Enterprises Inc. is Earl Richardson and he may be reached at (207) 695-3337.

Verizon
At the completion of the transfer of the Moosehead Enterprises Inc. conductors to the new pole locations, Verizon estimates **90** working days to transfer and/or install new conductors to the new pole locations.

Verizon estimates **30** working days to remove the abandoned utility poles at the completion of the aerial utility work.

SPECIAL NOTES TO THE CONTRACTOR

1) The Contractor shall survey and provide a centerline nail and an offset nail and maintain the centerline nail and offset nail at each proposed utility pole location. Payment for setting and maintaining the centerline nail and the offset nail will be considered incidental to SECTION 304 – AGGREGATE BASE AND SUBBASE COURSE.

2) The Contractor will provide spot cuts and compacted spot fills at pole locations. The anticipated locations for spot cuts and spot fills are indicated on Attachment #1; additional spot cuts and spot fills may be required. Payment for spot cuts and compacted spot fills and any soil stabilization required at spot cut and compacted spot fill locations will be considered incidental to Item 203.20 Common Excavation.

See Attachment 1 For Proposed Utility Pole Locations & Existing Poles To Remain.
All Other Utility Poles To Be Removed

SUMMARY OF PROPOSED AERIAL UTILITY RELOCATION WORK

Utility	Estimated Working Days	Description
Verizon	45	Install utility poles
Central Maine Power Company	30	Transfer or install new conductors
Moosehead Enterprises (CATV)	5	Transfer or install new conductors
Verizon	90	Transfer or install new conductors
Verizon	30	Remove abandoned utility poles
Total Estimated Working Days	**200**	

PROPOSED UNDERGROUND UTILITY WORK

Guilford/Sangerville Water District

The Guilford/Sangerville Water District estimates one working day to relocate or adjust to grade each of the following fire hydrants:

Station 0+910, 8.0 meters left
Station 1+186, 8.0 meters left
Station 1+432, 8.0 meters left
Station 1+628.5, 8.0 meters right
Station 1+954, 7.5 meters right
Station 2+222, 9.5 meters right
Station 3+183.5, 7.5 meters left.

The Guilford/Sangerville Water District will require a minimum three working day notice from the contractor prior to relocating or adjusting to grade each fire hydrant.

The Guilford/Sangerville Water District will require a minimum three working day notice from the contractor prior to marking the existing water main and service connections when requested by the contractor.

The Guilford/Sangerville Water District estimates one working day to relocate or insulate each of the following water service locations (relocation or insulation will be determined on a case by case basis; actual locations will need to be field verified):

1) 0+804.5± right	2) 0+922.0± right	3) 0+947.5± left
4) 1+028± right	5) 1+055± left	6) 1+059± left
7) 1+150± right	8) 1+242± right	9) 1+313± left
10) 1+318± right	11) 1+946.5± left*	12) 1+947± left*

* = existing water service stub to be shortened to 7± meters (23± feet) left

The Contractor shall stage the roadway construction in coordination with work of the Guilford/Sangerville Water District between Station 3+040± and Station 3+200± to facilitate relocation of the water main and to minimize traffic impacts during water main relocation. The Contractor shall excavate to subgrade full width between Station 3+040± and Station 3+200± prior to work by the District in that area. Aggregate Subbase Course shall be placed and compacted to a minimum depth of 375mm from the left side inslope intercept to two meters right of centerline prior to commencement of the water main relocation work by the Guilford/Sangerville Water District. Following the above noted construction by the Contractor, the Guilford/Sangerville Water District will install the relocated water main and

temporary water main as shown on the plans. The Guilford/Sangerville Water District will require a five working day notice from the Contractor prior to beginning the temporary and permanent water main work between Station 3+040± and Station 3+200±.

The Guilford/Sangerville Water District intends to install a temporary hydrant at Station 3+050± left and cross the roadway with a temporary water main at Station 3+050± approximately one meter deep. The Guilford/Sangerville Water District will install a temporary water main along the surface of the ground from the temporary hydrant at Station 3+050± left to the mill at Station 3+220± left.

The Guilford/Sangerville Water District estimates 10 working days to install the temporary water main, install the relocated water main, pressure test the new water main and disinfect the new water main between Station 3+040± and Station 3+200±.

The Contractor shall schedule and conduct the roadway work between Station 3+040± and Station 3+200± in a manner that will not require temporary water lines to be in use between October 1 and April 1.

The contact for issues regarding the Guilford/Sangerville Water District is Lance Pulkkinen and he may be reached at (207) 876-3066.

SPECIAL NOTES TO THE CONTRACTOR:

1) The Contractor will excavate to the approximate finished in-slope and finished back slope elevation at each water service location prior to the relocation of the water service line. Payment for spot cuts and any soil stabilization required at water service locations will be considered incidental to Item 203.20 Common Excavation.

Guilford/Sangerville Sanitary District

The Guilford/Sangerville Sanitary District estimates two working days to adjust the sanitary sewer manhole to grade at Station 1+944±, 7.9 meters right.

When installing the catch basin at Station 2+810± left, the contractor will provide the Guilford/Sangerville Sanitary District with a three working day notice prior to beginning the excavation.

The contact for issues regarding the Guilford/Sangerville Sanitary District is Frank Ruksznis and he may be reached at (207) 876-4598.

SIGNING

Any utility working within the construction limits of this project shall ensure that the traveling public is adequately protected at all times. All work areas shall be signed, lighted and flaggers employed as field conditions determine. All traffic controls shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as issued by the Federal Highway Administration.

BLASTING

In addition to any other notice that may be required, the Contractor shall notify an authorized representative of each utility having plant facilities close to the work site no later than twenty-four hours before the blast. The notice shall state the approximate time of the blast.

DIG SAFE

The Contractor shall be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title 23 § 3360-A, Maine "Dig Safe" System.

THE CONTRACTOR SHALL PLAN AND CONDUCT THE WORK ACCORDINGLY.

/dpb

February 9, 2004								
ATTACHMENT #1								
Guilford Proposed/Existing Pole List - Route 6/15/16 PIN 9200.10								
Pole #	**Existing Or Proposed Station**	**Existing Offset (m)**	**Side**	**Spot Cut (m)***	**Spot Fill (m)***	**Proposed Offset (m)**	**Side**	**Comments**
285/35 (232)	***0+647.3+/-***	***8.7+/-***	***Rt.***					***Beyond Project Limits- May move for alignment***
284/36	***0+693.764***	***8.314***	***Rt.***					***Possibly move to eliminate reverse corner***
BA 284D	0+708.463	15.210	Lt.					Existing Pole To Remain (behind curb)
283/37	0+739.631	8.002	Rt.					Existing Pole To Remain (behind curb)
282/38	0+773.846	8.060	Rt.					Existing Pole To Remain (behind curb)
381.5/38.5	0+807.339	8.100	Rt.					Existing Pole To Remain (behind curb)
281/39	**0+841.982**	**8.035**	**Rt.**			**11.000**	**Rt.**	**Relocate To .6m beyond ditch**
232/280/40	**0+905.788**	**8.6+/-**	**Rt.**			**11.000**	**Rt.**	**Relocate existing pole**
279/40/41	**0+924.859**	**8.116**	**Rt.**			**11.000**	**Rt.**	**Relocate existing pole**
278/42	**0+969.174**	**7.956**	**Rt.**	**0.9**		**11.000**	**Rt.**	**Relocate To .6m beyond ditch**
277/43	**1+016.790**	**8.415**	**Rt.**					**Remove Existing Pole**
277/43	**1+014.000**	**N/A**	**Rt.**			**11.000**	**Rt.**	**Install New Pole (minimum 2.4m from culvert end)**
276/44	**1+061.703**	**7.778**	**Rt.**	**1.5**		**11.000**	**Rt.**	**Relocate To .6m beyond ditch**
276S	**1+061.729**	**7.761**	**Lt.**	**1.8**		**11.000**	**Lt.**	**Relocate To .6m beyond ditch**
275/45	**1+107.637**	**7.613**	**Rt.**	**1.0**		**11.000**	**Rt.**	**Relocate To .6m beyond ditch**
275S	**1+109.168**	**7.889**	**Lt.**	**1.4**		**11.000**	**Lt.**	**Relocate To .6m beyond ditch**
274/46	**1+153.562**	**7.283**	**Rt.**	**1.5**		**11.000**	**Rt.**	**Relocate To .6m beyond ditch**
273/47	**1+198.989**	**7.203**	**Rt.**	**1.5**		**11.000**	**Rt.**	**Relocate To .6m beyond ditch**
272/48	**1+246.6+/-**	**7.0+/-**	**Rt.**	**1.5**		**11.000**	**Rt.**	**Relocate To .6m beyond ditch**
271/49	**1+291.0+/-**	**7.1+/-**	**Rt.**					**Remove existing pole**
271/49	**1+287.0+/-**		**Rt.**	**0.6**		**11.000**	**Rt.**	**Install New Pole (minimum 2.4m from culvert end)**
232/270/50	**1+334.622**	**6.501**	**Rt.**		**0.6**	**10.266**	**Rt.**	**Relocate existing pole (straight line between pole 49-51)**

February 9, 2004								
ATTACHMENT #1								
Guilford Proposed/Existing Pole List - Route 6/15/16 PIN 9200.10								
Pole #	**Existing Or Proposed Station**	**Existing Offset (m)**	**Side**	**Spot Cut (m)***	**Spot Fill (m)***	**Proposed Offset (m)**	**Side**	**Comments**
269/51	**1+380.168**	**6.446**	**Rt.**		**0.9**	**9.600**	**Rt.**	**Relocate existing pole**
268/52	**1+435.538**	**7.848**	**Rt.**			**9.600**	**Rt.**	**Relocate existing pole**
#?? (guy pole)	**1+443.559**	**7.318**	**Lt.**	**2.0**		**12.500**	**Lt.**	**Relocate To .6m beyond ditch**
276/53	**1+482.808**	**7.275**	**Rt.**			**9.600**	**Rt.**	**Relocate existing pole**
266/54	**1+533.240**	**7.290**	**Rt.**			**9.904**	**Rt.**	**Relocate existing pole (straight line between pole 53-55)**
232/265/55	**1+585.255**	**8.000**	**Rt.**	**0.7**		**11.000**	**Rt.**	**Relocate To .6m beyond ditch**
264/56	**1+636.328**	**8.585**	**Rt.**			**11.000**	**Rt.**	**Relocate To .6m beyond ditch**
263/57	**1+684.017**	**9.053**	**Rt.**			**11.000**	**Rt.**	**Relocate To .6m beyond ditch**
263D/57.1	**1+691.207**	**8.715**	**Lt.**	**1.4**		**11.000**	**Lt.**	**Relocate To .6m beyond ditch**
262/58	**1+727.086**	**7.651**	**Rt.**			**9.600**	**Rt.**	**Relocate existing pole**
262S/58S	**1+727.099**	**9.091**	**Lt.**	**1.8**		**11.000**	**Lt.**	**Relocate To .6m beyond ditch**
261D/59.1	1+767.239	10.100	Lt.					Existing Pole To Remain
261/59	1+767.818	9.560	Rt.					Existing Pole To Remain
232/260/60	**1+810.476**	**10.442**	**Rt.**					**Existing Pole To Remain (Strait line between pole 59 & 61)**
259/61	1+852.862	10.372	Rt.					Existing Pole To Remain
61.1	**1+858.883**	**10.193**	**Lt.**	**0.8**		**11.000**	**Lt.**	**Relocate To .6m beyond ditch**
258/62	**1+895+/-**	**8.65+/-**	**Rt.**	**0.7**		**11.000**	**Rt.**	**Relocate To .6m beyond ditch**
63S	**1+935+/-**	**8.400**	**Lt.**	**1.8**		**11.000**	**Lt.**	**Relocate To .6m beyond ditch**
257/63	**1+936.278**	**6.341**	**Rt.**	**1.2**		**11.000**	**Rt.**	**Relocate To .6m beyond ditch**
CP20/232/256.5/63.5	**1+961.643**	**7.611**	**Rt.**	**1.2**		**11.000**	**Rt.**	**Relocate To .6m beyond ditch**
255.5/64.5	**1+998.040**	**8.943**	**Rt.**			**11.000**	**Rt.**	**Relocate To .6m beyond ditch**

February 9, 2004								
ATTACHMENT #1								
Guilford Proposed/Existing Pole List - Route 6/15/16 PIN 9200.10								
Pole #	**Existing Or Proposed Station**	**Existing Offset (m)**	**Side**	**Spot Cut (m)***	**Spot Fill (m)***	**Proposed Offset (m)**	**Side**	**Comments**
232/255/65	**2+034.129**	**9.857**	**Rt.**	**0.8**		**11.000**	**Rt.**	**Relocate To .6m beyond ditch**
254/66	**2+083.246**	**10.282**	**Rt.**	**1.4**		**11.000**	**Rt.**	**Relocate To .6m beyond ditch**
66S	**2+084.795**	**9.941**	**Lt.**	**1.1**		**11.000**	**Lt.**	**Relocate To .6m beyond ditch**
253/67	**2+131.329**	**10.424**	**Rt.**			**11.000**	**Rt.**	**Relocate To .6m beyond ditch**
212/68	2+180.975	10.546	Rt.					Existing Pole To Remain (behind guardrail)
211/69	2+229.844	10.786	Rt.					Existing Pole To Remain (behind guardrail)
69.1	**2+229.844**				**0.7**	**7.200**	**Lt.**	**new pole .9m from back of guardrail post**
69.1	**2+231.829**	**8.211**	**Lt.**					**Relocate existing pole away from guardrail radius**
Light pole only no#	2+253.476	8.707	Rt.					Existing Pole To Remain (behind curbed island)
232/210/70	2+275.089	11.060	Rt.					Existing Pole To Remain (behind curbed island)
209.5/70.5	2+328.420	9.914	Rt.					Existing Pole To Remain (behind curb)
no#	2+329.6+/-	19.5+/-	Lt.					Guy pole to remain
209/71	2+330.725	9.701	Rt.					Existing Pole To Remain (behind curb)
no#	2+361+/-	22.5+/-	Lt.					Guy pole to remain
72/208	2+361.575	8.855	Rt.					Existing Pole To Remain (behind curb)
73/207	2+406.342	11.704	Rt.					Existing Pole To Remain
74/206	2+447.445	11.914	Rt.					Existing Pole To Remain
75/232/205	2+491.135	11.266	Rt.					Existing Pole To Remain
204/76	2+554.921	10.143	Rt.					Existing pole to remain (no pole #77)
202/78	2+610.576	9.127	Rt.					**Remove existing pole**
202/78	**2+619.000**					**8.993**	**Rt**	**Install new pole**
201/79	2+675.390	7.895	Rt.					Existing pole to remain (behind guardrail)
79S	**2+675.390**					**6.800**	**Lt.**	**Install new pole .9 meters behind guardrail**

February 9, 2004								
ATTACHMENT #1								
Guilford Proposed/Existing Pole List - Route 6/15/16 PIN 9200.10								
Pole #	Existing Or Proposed Station	Existing Offset (m)	Side	Spot Cut (m)*	Spot Fill (m)*	Proposed Offset (m)	Side	Comments
200.5/79.5	**2+738.409**	**7.055**	**Rt.**	**3.0**		**11.000**	**Rt.**	**Relocate To .6m beyond ditch**
232/200/80	**2+776.860**	**6.828**	**Rt.**	**0.8**		**11.000**	**Rt.**	**Relocate To .6m beyond ditch**
232/200/80.5	**2+813.401**	**7.328**	**Rt.**	**1.2**		**11.000**	**Rt.**	**Relocate To .6m beyond ditch**
P198/81	2+880.725	7.398	Rt.					Existing pole to remain (behind curb)
197/82	**2+960.653**	**7.425**	**Rt.**		**1.2**			**Replace existing pole with taller pole @ same location +/-**
196.5/82.5	**3+025.702**	**6.602**	**Rt.**		**0.7**	**7.000**	**Rt.**	**Relocate to .9m from back of guardrail - use taller pole**
196/83	3+080.165	7.020	Rt.					Existing pole to remain (behind curb)
195.5/84	**3+123.601**			**1.5**		**7.000**	**Rt.**	**Install new Pole To 1.0 meter behind curb**
195.5/84	**3+125.757**	**6.915**	**Rt.**					**Remove Existing Pole**
232/195/85	**3+178.000**			**0.7**		**7.000**	**Rt.**	**new pole behind curb**
232/195/85	**3+181.902**	**8.111**	**Rt.**					**Remove Existing Pole**
194/86	3+277.073	8.726	Rt.					Existing pole & push brace to remain (behind curb)
193/87	3+361.080	9.495	Rt.					Existing pole to remain (behind curb)
192.5/87 1/2	3+411.127	8.445	Rt.					Existing pole to remain (behind curb)
87 1/2S	**3+411.127**					**12.000**	**Lt.**	**Install new guy pole**
88S	**3+453.527**	**7.711**	**Lt.**			**9.600**	**Lt.**	**Relocate existing pole**
192/88	**3+453.901**	**5.889**	**Rt.**		**1.2**	**7.500**	**Rt.**	**Relocate to 1.5m behind curb**
191.5/88.5	**3+498**					**7.500**	**Rt.**	**Install new pole 1.5m behind curb**
191.5/88.5	**3+503.385**	**7.375**	**Rt.**					**Remove Existing Pole**
191/89	**3+553.695**	**6.739**	**Rt.**			**9.600**	**Rt.**	**Relocate existing pole**
191S/89.1	**3+553.960**	**6.311**	**Lt.**			**7.500**	**Lt.**	**Relocate to 1.5m behind curb**
190.5/90	**3+601.106**	**6.570**	**Rt.**			**9.600**	**Rt.**	**Relocate existing pole & push brace**

February 9, 2004								
ATTACHMENT #1								
Guilford Proposed/Existing Pole List - Route 6/15/16 PIN 9200.10								
Pole #	Existing Or Proposed Station	Existing Offset (m)	Side	Spot Cut (m)*	Spot Fill (m)*	Proposed Offset (m)	Side	Comments
232/190/901/2	3+648.124	6.356	Rt.			10.070	Rt.	Relocate existing pole
189.5/91	3+689.522	6.284	Rt.				Rt.	Remove Existing Pole
189.5/91	3+691.000					10.500	Rt.	Install New Pole (minimum 2.4m from culvert end)
189/91	3+740.824	6.005	Rt.			11.000	Rt.	Relocate existing pole
188/92	3+820.000					11.000	Rt.	Install new pole
188/92	3+836.044	6.249	Rt.			9.600	Rt.	Remove Existing Pole
187.5	3+883.735	5.988	Rt.					Eliminate existing pole
187/93	3+904.000		Rt.			11.000		Install new pole
187/93	3+932.715	5.444	Rt.					Eliminate existing pole
187S	3+932.300	7.520	Lt.					Eliminate existing pole
186.5/93 1/2	3+976.645		Lt.	1.8		11.000		Relocate To .6m beyond ditch
186.5/93 1/2	3+976.645	6.458	Rt.					Existing pole to remain (save trees)
186/94	4+024.689	7.278	Rt.			7.500	Rt.	Relocate to 1.5m behind curb
??	4+086.199					9.600	Rt.	Install new pole
??	4+086.199					11.000	Lt.	Install new pole .6 beyond ditch
95.1	4+111.447	10.411	Lt.					Remove existing pole
232/185/95	4+119.016	9.069	Rt.			9.600	Rt.	Removee existing pole
	4+147.709					9.600	Rt.	Install new pole
2/232/184/96	4+209.219	9.620	Rt.		0.9			Replace existing pole @ same location
183.5/97	4+282.177	9.109	Rt.		0.6	9.600	Rt.	Relocate existing pole
183/98	4+351.901	8.728	Rt.		1.0	9.600	Rt.	Relocate existing pole
182/99	4+421.219	8.459	Rt.		1.3	9.600	Rt.	Relocate existing pole

February 9, 2004								
ATTACHMENT #1								
Guilford Proposed/Existing Pole List - Route 6/15/16 PIN 9200.10								
Pole #	Existing Or Proposed Station	Existing Offset (m)	Side	Spot Cut (m)*	Spot Fill (m)*	Proposed Offset (m)	Side	Comments
181/100	4+512.607	8.358	Rt.					Remove existing pole
181/100	4+520.000		Rt.			9.600		Install new pole
232/180/101	4+579.779		Rt.		1.0	9.600		Install new pole
232/180/101	4+598.760	7.442	Rt.					Remove existing pole
??	4+638.951		Rt.			9.600		Install new pole
179/102	4+697.515	7.130	Rt.			11.000	Rt.	Relocate existing pole (road crossing)
178/103	4+760,000			0.6		7.500	Lt.	Install new pole 1.5 meters behind curb (road crossing)
178/103	4+793.969	6.913	Rt.					Relocate To Left
178S	4+792.450	9.424	Lt.					Remove existing pole
177/104	4+827.000			0.7		7.500	Lt.	Install new pole 1.5 meters behind curb
177/104	4+867.161	11.411	Rt.					Relocate To Left
176/105	4+895.000					7.500	Lt.	Install new pole 1.5 meters behind curb (road crossing)
176/105	4+939.045	8.301	Rt.					Relocate To Left
176S	4+941.225	9.927	Lt.					Remove existing pole
232/175/106	4+960.500					9.600	Rt.	Install new pole
232/175/106	4+974.909	11.611	Rt.					Remove existing pole
174/107	5+010.620	13.575	Rt.			11.165	Rt.	Straight line between poles 106 and 108
174D	5+014+/-	14.05+/_	Lt.					Remove Existing pole (Verizon Only)
174D	5+011+/-	14.05+/-	Lt.					Install new pole
232/172/108	5+074.646	12.859	Rt.		0.7	7.000	Rt.	Relocate existing pole
108S	5+074.646					7.000	Lt.	Install new pole
232/171/110	5+136.386	9.833	Rt.			7.000	Rt.	Relocate existing pole
232/110/111	5+182.424	7.775	Rt.		0.9			Remove existing pole
232/110/111	5+194.5					7.000	Rt.	Install new pole

February 9, 2004								
ATTACHMENT #1								
Guilford Proposed/Existing Pole List - Route 6/15/16 PIN 9200.10								
Pole #	**Existing Or Proposed Station**	**Existing Offset (m)**	**Side**	**Spot Cut (m)***	**Spot Fill (m)***	**Proposed Offset (m)**	**Side**	**Comments**
169/112	***5+228.068***	***7.530***	***Rt.***		***1.0***			***Existing pole to remain POSSIBLY ELIMINATE***
168/137	**5+272.696**	**6.946**	**Rt.**		**0.8**	**7.000**		**Replace existing pole with taller pole**
167/138	**5+320.800**	**6.674**	**Rt.**		**0.8**	**7.300**	**Rt.**	**Relocate pole .9m from back of guardrail post**
166/139	**5+367.833**	**6.320**	**Rt.**		**0.7**	**7.300**	**Rt.**	**Relocate pole .9m from back of guardrail post**
232/165/140	**5+416.002**	**5.779**	**Rt.**		**0.9**	**7.300**	**Rt.**	**Relocate pole .9m from back of guardrail post**
164/141	**5+462.567**	**5.372**	**Rt.**		**1.3**	**7.300**	**Rt.**	**Relocate pole .9m from back of guardrail post**
163/142	**5+509.893**	**5.868**	**Rt.**		**1.5**	**7.300**	**Rt.**	**Relocate pole .9m from back of guardrail post**
162/143	**5+557.268**	**8.070**	**Rt.**		**1.6**	**7.359**		**Relocate existing pole (straight line between poles 142 &144)**
161/144	**5+603.460**	**7.723**	**Rt.**		**1.4**	**9.600**	**Rt.**	**Relocate existing pole**
232/160/145	**5+650.300**	**6.008**	**Rt.**		**2.0**	**9.600**	**Rt.**	**Relocate existing pole**
159/146	**5+696.695**	**5.633**	**Rt.**		**1.6**	**9.600**	**Rt.**	**Relocate existing pole**
158/147	**5+743.656**	**7.335**	**Rt.**		**0.8**	**9.600**	**Rt.**	**Relocate existing pole**
No#	**5+743.751**	**10.082**			**0.8**			**Remove existing pole**
157/148	**5+787.788**	**4.930**	**Rt.**			**11.000**	**Rt.**	**Relocate To .6m beyond ditch**
156/149	**5+833.982**	**4.094**	**Rt.**			**11.000**	**Rt.**	**Relocate To .6m beyond ditch**
232/155/150	**5+879.316**	**5.293**	**Rt.**			**9.600**	**Rt.**	**Relocate existing pole**
154/151	**5+925.629**	**8.251**	**Rt.**			**9.600**	**Rt.**	**Relocate existing pole**
153/152	**5+970.088**	**6.453**	**Rt.**			**9.600**	**Rt.**	**Relocate existing pole**
152/153	**6+016.122**	**6.375**	**Rt.**		**1.0**	**9.600**	**Rt.**	**Relocate existing pole**
151/154	**6+062.726**	**6.605**	**Rt.**		**0.9**	**9.600**	**Rt.**	**Relocate existing pole**
?	6+081+/-	25+/-	Lt.					Existing pole to remain (Andrews Road)

February 9, 2004								
ATTACHMENT #1								
Guilford Proposed/Existing Pole List - Route 6/15/16 PIN 9200.10								
Pole #	Existing Or Proposed Station	Existing Offset (m)	Side	Spot Cut (m)*	Spot Fill (m)*	Proposed Offset (m)	Side	Comments
72/232/50/155	6+106.542	6.508	Rt.		1.3	9.600	Rt.	Relocate existing pole
149/156	6+153.971	6.462	Rt.					Relocate existing pole
149/156	6+153.000				1.8	9.600	Rt.	Install new pole (avoid pipe excavation)
148/157	6+200.159	6.802	Rt.		1.0	9.600	Rt.	Relocate existing pole
147/158	6+246.258	6.245	Rt.					Relocate existing pole
147/158	6+254.000					8.079	Rt.	new pole .9m from back of guardrail post (Straight line
								between 157 & 159)
147S/158S	6+266.00					11.000	Lt.	Install new pole
146/159	6+292.195	6.494	Rt.		2.1	7.000	Rt.	new pole .9m from back of guardrail post
159S	6+292.195				1.2	7.000	Lt.	Install new pole
232/145/160	6+338.204	6.512	Rt.		1.3	7.000	Rt.	new pole .9m from back of guardrail post
144/161	6+384.360	6.159	Rt.		0.9	6.585	Rt.	Relocate existing pole (straight line between poles 160 &162)
143/162	6+428.871	7.461	Rt.					Existing pole to remain
232/142/163	6+482.004	7.478	Rt.	0.9		7.500	Rt.	Install new pole 1.5 meters behind curb
141/164	6+531.668	12.134	Rt.	0.9		6.588	Rt.	Relocate existing pole (straight line between poles 163 &165)
232/140/165	6+583.489	10.558	Rt.	2.8		11.000	Rt.	Relocate To .6m beyond ditch (road crossing)
Temporary Poles By Verizon (no power line in this area during construction)								
Temporary	*6+595*				*1.7*	*4.750*	*Rt.*	*Install temporary pole for telephone use only*
Temporary	*6+629*				*2.8*	*5.500*	*Rt.*	*Install temporary pole for telephone use only*
Temporary	*6+685*				*2.0*	*9.000*	*Rt.*	*Install temporary pole for telephone use only*
139	6+611.5					11.000	Lt.	install new pole to avoid pipe arch installation
139	6+628.758	9.172	Rt.		0.6			remove existing pole

February 9, 2004								
ATTACHMENT #1								
Guilford Proposed/Existing Pole List - Route 6/15/16 PIN 9200.10								
Pole #	**Existing Or Proposed Station**	**Existing Offset (m)**	**Side**	**Spot Cut (m)***	**Spot Fill (m)***	**Proposed Offset (m)**	**Side**	**Comments**
?	**6+672.0+/-**					**17.0+/-**	**Lt.**	**Install new service pole (actual location to be determined in the field)**
138/16	**6+678.813**	**9.763**	**Rt.**					**Remove existing pole**
138	**6+688.5**				**1.3**	**11.000**	**Lt.**	**install new pole to avoid pipe arch installation**
137/168	**6+727.341**	**10.610**	**Rt.**			**11.000**	**Lt.**	**Relocate To .6m beyond ditch (outside of curve)**
136/169	**6+775.525**	**11.078**	**Rt.**	**1.2**		**11.000**	**Lt.**	**Relocate To .6m beyond ditch (outside of curve)**
232/135/170	**6+825.025**	**10.006**	**Rt.**					**Remove existing pole**
232/135/170	**6+828.0**			**1.2**		**11.000**	**Lt.**	**Relocate To .6m beyond ditch (outside of curve)**
134S/171S	**6+879.799**	**9.435**	**Lt.**	**1.3**				**Eliminate existing pole**
134/171	**6+880.113**	**6.404**	**Rt.**		**1.6**	**11.000**	**Lt.**	**Relocate To .6m beyond ditch (outside of curve)**
133/172	**6+934.814**	**9.133**	**Rt.**			**11.000**	**Lt.**	**Relocate To .6m beyond ditch (outside of curve); road crossing**
132/232/32/173	**6+993.473**	**9.368**	**Rt.**			**7.300**	**Rt.**	**Relocate To .9m from back of proposed guardrail post**
131D	7+032+/-	11.900	Lt.					Existing pole to remain
131/174	**7+048.410**	**10.332**	**Rt.**			**7.300**	**Rt.**	**Relocate To .9m from back of proposed guardrail post**
232/130/175	**7+101.523**	**10.021**	**Rt.**			**9.592**	**Rt.**	**Straight line between poles 131 and 129**
522/232/129	**7+152.775**	**9.047**	**Rt.**					**Relocate existing pole**
522/232/129	**7+155.500**					**11.737**	**Rt.**	**Install new pole (eliminate westerly guy Wire)**
128/521	**7+208.139**	**8.902**	**Rt.**			**11.000**	**Rt.**	**Straight line between pole 129 and 126**
127/520	**7+258.344**	**8.041**	**Rt.**			**10.291**	**Rt.**	**straight line between poles129 126**
126/519	7+307.737	9.600	Rt.					Existing pole to remain; beyond Project Limits
* = .6 meters or greater								

Town: Guilford
PIN #: 9200.10
Date: May 13, 2004

SPECIAL PROVISION
SECTION 105
General Scope of Work
(Environmental Requirements)

Instream Work shall not be allowed between the dates of September 16th and June 30th.
(Instream work is allowed from July 1st to September 15th.)

Stream Names with Station #s:

Maxfield Brook at Station 2+200;
unnamed stream at Station 2+660;
unnamed stream at Station 2+960;
unnamed stream at Station 4+445;
unnamed stream at Station 5+120;
unnamed stream at Station 5+200;
Piscataquis River from Station 5+200 to 5+280;
and Salmon Stream at Station 6+640.

Special Conditions: Erosion and Sedimentation control measures shall be implemented for the construction in the vicinity of each stream crossing to prevent sedimentation in the streams and to the Piscataquis River. Instream work shall be conducted during low flows.

Instream work consists of any activity conducted below the normal high water mark.

All activities are prohibited (including placement and removal of cofferdams) below the normal high water mark and non low flow conditions during the instream work window restriction, except for the following:

- Work within a sealed and dewatered cofferdam. Maintenance pumping within a sealed cofferdam is also allowed.

No construction activity, whether temporary or permanent, is allowed that completely blocks a river, stream, or brook without providing downstream flow.

The contractor shall abide by all permits and conditions.

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK
(Cooperation with Others)

It is hereby brought to the Contractor's attention that Guilford Water will be installing a waterline crossing at approx. Sta. 3+165.

Pride Manufacturing Co. is planning to install advisory warning signs with beacons for pedestrian crossing to their facility from approx. Sta. 2+100 to 2+500.

The Contractor shall cooperate with Guilford Water and Pride Manufacturing at all times and provide project access as necessary and as directed by the Resident.

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK
(General Information)

It is hereby brought to the Contractor's attention that the Department plans to award a contract at Sangerville Station Bridge later this year and this project will require approx. 10,000 – 12,000 m3 of fill material. Since this project has a large surplus of excavated material, the Contractor for the Sangerville Br. project may be interested in acquiring surplus material from this project.

The Contractor will be allowed to stockpile pavement millings on this project at the MDOT maintenance lot located within the project limits. The Contractor will be allowed to stockpile no more than ½ the total millings at this site. In addition approx. 61 m of rusty rail beam to be salvaged can be stockpiled at the same location.

Guilford
STP-9200(100)X
May 14, 2004

SPECIAL PROVISIONS
SECTION 105
MAINTENANCE OF WORK

Where existing pavement carries traffic and is removed to install (or remove) drainage or utility structures, the pavement shall be replaced weekly with a temporary pavement consisting of a minimum of 75 mm of acceptable hot mix asphalt. No separate payment will be made for furnishing, placing, maintaining and removing temporary pavement and all cost of such work will be considered incidental to the contract. The maximum amount of pavement to be removed at any given time shall not exceed 3.3 km, unless prior approval from the Resident.

Prior to placing any permanent pavement over backfilled trenches, the edge of the adjoining existing pavement shall be cut even and vertical and coated with tack coat to form a tight joint between the new and the existing pavement. No separate payment will be made for cutting and tack coating the joint.

SPECIAL PROVISION
SECTION 105
LEGAL RELATIONS WITH AND RESPONSIBILITY TO PUBLIC
(NPDES)

105.8.2 Permit Requirements This Section is revised by the addition of the following paragraph:

"The Contractor is advised that the Environmental Protection Agency has issued a final National Pollutant Discharge Elimination System (NPDES) General Permit for storm water discharges from construction sites disturbing more than 2 ha [5 acres]. This permit requires:

- Storm Water Pollution Prevention Plan
- Submission of a Notification of Intent (NOI) at least 48 hours before construction commences
- Submission of a Notification of Termination (NOT) when a site has been finally stabilized and all storm water discharges from construction activities are eliminated.

If the project's land disturbances is 2 ha [5 acres] or more, the Department will prepare the plan and submit the NOI (and NOT). The Contractor shall prepare plans and submit NOI's (and NOT's) for regulated construction activities beyond the project limits (e.g., borrow pits).

The Contractor shall be familiar with and comply with these regulations."

SPECIAL PROVISION
SECTION 107
TIME
(Limitation of Operations)
and
(Supplemental Liquidated Damages)

Where existing travelway pavement is excavated or covered by fill as a part of the general grading operations prior to November 15, 2004-05, a binder course of 125 mm depth of hot mix asphalt shall be installed and completed on or before November 15, 2004-05.

Supplemental liquidated damages shall be assessed the Contractor in the amount of Two Hundred and Fifty Dollars ($250.00) per day for each calendar day, beginning November 15, 2004-05 that above stated binder course remains incomplete. This assessment of supplemental liquidated damages shall be in addition to the liquidated damages per working day, as specified in Section 107 of the Standard Specifications.

Grading operations which excavate or fill over existing pavement being used to carry traffic shall be suspended on November 15, 2004-05 and not be resumed until the Spring of the following year.

Guilford
STP-9200(100)X
May 14, 2004

SPECIAL PROVISION
SECTION 107
TIME
(Contract Time)

The specified contract completion date is June 1, 2006.

SPECIAL PROVISION
(Consolidated Special Provisions)

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions - Closeout Documentation

Replace the sentence "A letter stating the amount….. DBE goals." with "DBE Goal Attainment Verification Form"

SPECIAL PROVISION SECTION 102
DELIVERY OF BIDS
(Location and Time)

102.7.1 Location and Time Add the following sentence "As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book."

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows: "After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department's satisfaction that the Bidder is responsible and qualified to perform the Work."

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

Delete the entire Section 104.5.9 and replace with the following:

104.5.9 Landscape Subcontractors The Contractor shall retain only Landscape Subcontractors that are certified by the Department's Environmental Office Landscape Unit.

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

Delete the entire Section 105.6 and replace with the following:

105.6.1 Department Provided Services The Department will provide the Contractor with the description and coordinates of vertical and horizontal control points, set by the Department, within the Project Limits, for full construction Projects and other Projects where survey control is necessary. For Projects of 1,500 feet in length, or less: The Department will provide three points. For Projects between 1,500 and 5,000 feet in length: The Department will provide one set of two points at each end of the Project. For Projects in excess of 5,000 feet in length, the Department will provide one set of two points at each end of the Project, plus one additional set of two points for each mile of Project length. For non-full construction Projects and other Projects where survey control is not necessary, the Department will not set any control points and, therefore, will not provide description and coordinates of any control points. Upon request of the Contractor, the Department will provide the Department's survey data management software and Survey Manual to the Contractor, or its survey Subcontractor, for the exclusive use on the Department's Projects.

105.6.2 Contractor Provided Services Utilizing the survey information and points provided by the Department, described in Subsection 105.6.1, Department Provided Services, the Contractor shall provide all additional survey layout necessary to complete the Work. This may include, but not be limited to, reestablishing all points provided by the Department, establishing additional control points, running axis lines, providing layout and maintenance of all other lines, grades, or points, and survey quality control to ensure conformance with the Contract. The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work. When the Work is to connect with existing Structures, the Contractor shall verify all dimensions before proceeding with the Work. The Contractor shall employ or retain competent engineering and/or surveying personnel to fulfill these responsibilities.

The Contractor must notify the Department of any errors or inconsistencies regarding the data and layout provided by the Department as provided by Section 104.3.3 - Duty to Notify Department If Ambiguities Discovered.

105.6.2.1 Survey Quality Control The Contractor is responsible for all construction survey quality control. Construction survey quality control is generally defined as, first, performing initial field survey layout of the Work and, second, performing an independent check of the initial layout using independent survey data to assure the accuracy of the initial layout; additional iterations of checks may be required if significant discrepancies are discovered in this process. Construction survey layout quality control also requires written documentation of the layout

process such that the process can be followed and repeated, if necessary, by an independent survey crew.

105.6.3 Survey Quality Assurance It is the Department's prerogative to perform construction survey quality assurance. Construction survey quality assurance may, or may not, be performed by the Department. Construction survey quality assurance is generally defined as an independent check of the construction survey quality control. The construction survey quality assurance process may involve physically checking the Contractor's construction survey layout using independent survey data, or may simply involve reviewing the construction survey quality control written documentation. If the Department elects to physically check the Contractor's survey layout, the Contractor's designated surveyor may be required to be present. The Department will provide a minimum notice of 48 hours to the Contractor, whenever possible, if the Contractor's designated surveyor's presence is required. Any errors discovered through the quality assurance process shall be corrected by the Contractor, at no additional cost to the Department.

105.6.4 Boundary Markers The Contractor shall preserve and protect from damage all monuments or other points that mark the boundaries of the Right-of-Way or abutting parcels that are outside the area hat must be disturbed to perform the Work. The Contractor indemnifies and holds harmless the Department from all claims to reestablish the former location of all such monuments or points including claims arising from 14 MRSA § 7554-A. For a related provision, see Section 104.3.11 - Responsibility for Property of Others.

SPECIAL PROVISION SECTION 106
QUALITY

106.6 Acceptance Add the following to paragraph 1 of A: "This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content."

Add the following to the beginning of paragraph 3 of A: "For pay factors based on Quality Level Analysis, and"

SPECIAL PROVISION SECTION 107
TIME

107.3.1 General Add the following: "If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President's Day, Patriot's Day, the Friday after Thanksgiving, and Columbus Day without the Department's approval."

SPECIAL PROVISION SECTION 108
PAYMENT

108.4 Payment for Materials Obtained and Stored First paragraph, second sentence, delete the words "…Delivered on or near the Work site at acceptable storage places."

SPECIAL PROVISION SECTION 109
CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: "There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s)."

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: "Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department"

109.4.4 Investigation / Adjustment In the third sentence, delete the words "subsections (A) - (E)"

109.7.2 Basis of Payment Replace with the following: "Equitable Adjustments will be established by mutual Agreement for compensable items listed in Section 109.7.3- Compensable Items, based upon Unit or Lump Sum Prices. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 - Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment."

109.7.3 Compensable Items Replace with the following: "The Contractor is entitled to compensation for the following items, with respect to agreed upon Unit or Lump Sum Prices:

1. Labor expenses for non-salaried Workers and salaried foremen.

2. Costs for Materials.

3. A markup on the totals of Items 1 and 2 of this subsection 109.7.3 for home office overhead and profit of the Contractor, its Subcontractors and suppliers, and any lower tier Subcontractors or suppliers, with no mark-ups on mark-ups.

4. Cost for Equipment, based on Blue Book Rates or leased rates, as set forth in Section 109.7.5(C), or the Contractor's Actual Costs.

5. Costs for extended job-site overhead.

6. Time.

7. Subcontractor quoted Work, as set forth below in Section 109.7.5 (F)."

109.7.5 Force Account Work

C. Equipment

Paragraph 2, delete sentence 1 which starts; "Equipment leased…."

Paragraph 6, change sentence 2 from "The Contractor may furnish…" to read "If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records."

Add the following paragraph; "Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10% markup for administrative costs."

Add the following section;

"F. Subcontractor Quoted Work When accomplishing Force Account Work that utilizes Subcontractor quoted Work, the Contractor will be allowed a maximum markup of 5% for profit and overhead."

SPECIAL PROVISION SECTION 110
INDEMNIFICATION, BONDING, AND INSURANCE

Delete the entire Section 110.2.3 and replace with the following:

110.2.3 Bonding for Landscape Establishment Period The Contractor shall provide a signed, valid, and enforceable Performance, Warranty, or Maintenance Bond complying with the Contract, to the Department at Final Acceptance.

The bond shall be in the full amount for all Pay Items for work pursuant to Sec 621, Landscape, payable to the "Treasurer - State of Maine," and on the Department's forms, on exact copies thereof, or on forms that do not contain any significant variations from the Department's forms as solely determined by the Department.

The Contractor shall pay all premiums and take all other actions necessary to keep said bond in effect for the duration of the Landscape Establishment Period described in Special Provision 621.0036 - Establishment Period. If the Surety becomes financially insolvent, ceases to be licensed or approved to do business in the State of Maine, or stops operating in the United States, the Contractor shall file new bonds complying with this Section within 10 Days of the date the Contractor is notified or becomes aware of such change.

All Bonds shall be procured from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

By issuing a bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time for performance, quality, warranties, and the Department's self-help remedy provided in Section 112.1 - Default to the same extent as if all terms of the Contract are contained in the bond(s).

Regarding claims related to any obligations covered by the bond, the Surety shall provide, within 60 Days of Receipt of written notice thereof, full payment of the entire claim or written notice of all bases upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the 60-day period constitutes the Surety's waiver of any right to deny or contest payment and the Surety's acknowledgment that the claim is valid and undisputed.

SPECIAL PROVISION SECTION 401
HOT MIX ASPHALT PAVEMENT

401.18 Quality Control Method A & B Make the following change to paragraph a. QCP Administrator; in the final sentence, change "…certified as a Plant Technician or Paving Inspector…" to "…certified as a Quality Assurance Technologist…"

401.201 Method A Under a. Lot Size, add the following; "Each lot will be divided into a minimum of four sublots for mix properties and five sublots for percent TMD."

SPECIAL PROVISION SECTION 402
PAVEMENT SMOOTHNESS

Add the following: "Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Bituminous Box."

"402.02 Lot Size Lot size for smoothness will be 1000 lane-meters [3000 lane-feet]. A sublot will consist of 20 lane-meters [50 lane-feet]. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If greater than one-half the normal lot size, it will be tested as a separate lot."

SPECIAL PROVISION SECTION 502
STRUCTURAL CONCRETE

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: "For an individual sublot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80……"

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: "For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will……"

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: "Circumstances may arise, however, where the Department may ……"

SPECIAL PROVISION SECTION 504
REINFORCING STEEL

504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: "…ASTM A 898/A 898 M…" to "…ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and…"

SPECIAL PROVISION SECTION 535
PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.02 Materials Change "Steel Strand for Concrete Reinforcement" to "Steel Strand." Add the following to the beginning of the third paragraph; "Concrete shall be Class P conforming to the requirements in this section. 28 day compressive strength shall be as stated on the plans. Coarse aggregate…."

535.26 Lateral Post-Tensioning Replace the first paragraph; "A final tension…" with "Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force."

SPECIAL PROVISION SECTION 604
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

"Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09"

SPECIAL PROVISION SECTION 605
UNDERDRAINS

605.05 Underdrain Outlets Make the following change:

In the first paragraph, second sentence, delete the words "metal pipe".

SPECIAL PROVISION SECTION 615
LOAM

615.02 Materials Make the following change:

Organic Content	Percent by Volume
Humus	"5% - 10%", as determined by Ignition Test

SPECIAL PROVISION SECTION 618
SEEDING

618.01 Description Change the first sentence to read as follows: "This work shall consist of furnishing and applying seed ….." Also remove ",and cellulose fiber mulch" from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: "These rates shall apply to Seeding Method 2, 3, and Crown Vetch."

In 618.03(c) "1.8 kg [4 lb]/unit." to "1.95 kg [4 lb]/unit."

618.09 Construction Method In 618.09(a) 1, sentence two, replace "100 mm [4 in]" with "25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)"

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

SPECIAL PROVISION SECTION 620
GEOTEXTILES

620.03 Placement Section (c)

Title: Replace "Non-woven" in title with "Erosion Control".
First Paragraph: Replace first word "Non-woven" with "Woven monofilament".
Second Paragraph: Replace second word "Non-woven" with "Erosion Control".

620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the third sentence with the following: "Damaged geotextiles, as identified by the Resident, shall be repaired immediately."

620.09 Basis of Payment

Pay Item 620.58: Replace "Non-woven" with "Erosion Control"
Pay Item 620.59: Replace "Non-woven" with "Erosion Control"

SPECIAL PROVISION SECTION 621
LANDSCAPING

621.0036 Establishment Period In paragraph 4 and 5, change "time of Final Acceptance" to "end of the period of establishment". In Paragraph 7, change "Final Acceptance date" to ""end of the period of establishment" and change "date of Final Acceptance" to "end of the period of establishment".

SPECIAL PROVISION SECTION 626
HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: "Pre-cast and cast-in-place foundations shall be warranteed against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost."

SPECIAL PROVISION SECTION 637
DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: "Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor's own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor's own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in

payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department's Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control."

SPECIAL PROVISION SECTION 639
ENGINEERING FACILITIES

639.04 Field Offices Change the forth to last paragraph from: "The Contractor shall provide a fully functional desktop copier…" to "….desktop copier/scanner…"

SPECIAL PROVISION SECTION 652
MAINTENANCE OF TRAFFIC

652.3.5 Installation of Traffic Control Devices In the first paragraph, first sentence; change "Signs shall be erected…" to "Portable signs shall be erected…" In the third sentence; change "Signs must be erected so that the sign face…" to "Post-mounted signs must also be erected so that the sign face…"

652.8.2 Other Items Replace the last paragraph with the following: "There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time."

SPECIAL PROVISION SECTION 656
TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: "Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 and/or the Contractor's own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department's Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item."

SPECIAL PROVISION SECTION 703
AGGREGATES

703.06 Aggregate for Base and Subbase Delete the first paragraph: "The material shall have…" and replace with "The material shall have a minimum degradation value of 15 as determined by Washington State DOT Test Method T113, Method of Test for Determination of Degradation Value (March 2002 version), except that the reported degradation value will be the result of testing a single specimen from that portion of a sample that passes the 12.5 mm [½ in] sieve and is retained on the 2.00 mm [No. 10] sieve, minus any reclaimed asphalt pavement used."

703.07 Aggregates for HMA Pavements Delete the forth paragraph: "The composite blend shall have…" and replace with "The composite blend, minus any reclaimed asphalt pavement used, shall have a Micro-Deval value of 18.0 or less as determined by AASHTO TP 58. In the event the material exceeds the Micro Deval limit, a Washington Degradation test shall be performed. The material shall be acceptable if it has a value of 30 or more as determined by Washington State DOT Test Method T 113, Method of Test for Determination of Degradation Value (March 2002 version) except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the 12.5mm [1/2 inch] sieve and is retained on the 2.00mm [No 10] sieve, minus any reclaimed asphalt pavement used."

703.22 Underdrain Backfill Material Change the first paragraph from "…for Underdrain Type B…" to "…for Underdrain Type B and C…"

SPECIAL PROVISION SECTION 709
REINFORCING STEEL AND WELDED STEEL WIRE FABIC

709.03 Steel Strand Change the second paragraph from "…shall be 12mm [½ inch] AASHTO M203M/M203 (ASTM A416/A416M)…" to "…shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)…"

SPECIAL PROVISION SECTION 712
MISCELLANEOUS HIGHWAY MATERIALS

Add the following:

"712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron castings shall conform to the requirements of AASHTO M105, Class 30, unless otherwise designated.

Carbon steel castings shall conform to the requirements of AASHTO M103/M103M. Grade shall be 450-240 [65-35] unless otherwise designated.

Structural steel shall conform to the requirements of AASHTO M183/M183M or ASTM A283/A283M, Grade B or better. Galvanizing, where specified for these units, shall conform to the requirements of AASHTO M111.

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

(a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.

(b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

(a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.
The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self- illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20

foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture.
Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [½ in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [3/4 in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

SPECIAL PROVISION SECTION 717
ROADSIDE IMPROVEMENT MATERIAL

717.05 Mulch Binder. Change the third sentence to read as follows:

"Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit]."

May 23, 2000
Supersedes October 19, 1994

SPECIAL PROVISION
SECTION 202
REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Under Section 202.02 of the Standard Specifications, ownership of buildings and all equipment, fixtures, and materials therein shall be interpreted as meaning all equipment, fixtures, and materials that are recognized as real property. Any items that are recognized as personal property are excepted and are reserved to the owner. If the bidder is in doubt as to whether any item not listed is real or personal property, they shall request a determination of the matter prior to date on which bids are to be received.

The following list of items is to be reserved to the property owners and/or occupants of Buildings No's. 1 & 2.

No Reservations

Buildings to be removed under Section 202 - Removing Structures and Obstructions of the contract will be made available to the Contractor as follows: Immediately

Failure by the Maine State Department of Transportation to meet dates of availability may entitle the Contractor to time extension if requested by the Contractor, in writing, such request indicating delays in construction, if any, caused by changes in availability dates.

With the "Notice to Proceed", or when a building becomes available to the Contractor, the Department will designate whether rodent control measures are required or not.

The Contractor shall not remove a building until the Department has certified it to be free of rodents. Should rodent control measures be required, the Contractor shall procure the extermination services as soon as possible. The Department will re-inspect the building within seven days after the extermination services are performed. The cost of extermination services until the building is found to be rodent free will be paid for as a specialty Pay Item under Section 109.3 - Extra Work.

This building may or may not contain asbestos. Prior to any demotion of building(s) please contact the Property Management Section of Program Services for information regarding any asbestos abatement pertinent to the building(s). The Department will bear all expenses incurred in the abatement of any asbestos containing material.

Each building shall be removed promptly after notification that it is free of rodents. All subsequent inspection costs and extermination services necessary to assure that the building is rodent free at time of removal will be at the expense of the Contractor.

SPECIAL PROVISION
SECTION 203
EXCAVATION AND EMBANKMENT
(Dredge Materials)

Description: Dredge Material (See MDOT Standard Specifications § 101.2) is regulated as a Special Waste.

Fifty cubic yards or less of Dredge Material Beneficially Used in the area adjacent to and draining into the dredged water body is exempt from regulation. The Dredge Material quantity from the Maxfield Brook culvert site is expected to be less than 50 cubic yards (38 cubic meters).

CONSTRUCTION REQUIREMENTS

Management and Disposal: The contractor shall Beneficially Use all Dredge Material excavated at the Maxfield Brook culvert Project in the area adjacent to and draining into the dredged water body. No more than 38 cubic meters (50 cubic yards) of Dredge Material may be excavated.

Method of Measurement: Dredge Material will be measured by the cubic meter of material removed.

Basis of Payment: Dredge Material Beneficially Used will be paid for at the contract unit price bid for Structural Excavation.

Payment shall be full compensation for excavation, dewatering, managing, transporting, and placement.

Payment will be made under:

Pay Item		Pay Unit
206.061	Structural Earth Excavation	cubic meter

March 29, 2000
Supersedes July 1, 1998

SPECIAL PROVISIONS
SECTION 203
EXCAVATION AND EMBANKMENT
(Dirty Borrow)

Description This work shall consist of furnishing and placing dirty borrow on all slopes in reasonably close conformity with the thicknesses called for on the plans or as authorized by the Resident.

Materials Dirty Borrow shall meet the requirements of Section 703.18 Common Borrow with the following addition:

The granular material must have at least 20 percent, but not more than 50 percent, of the minus 25 mm [1 in] material passing the 75 micron [No. 200] mesh sieve.

The material shall be amended with natural peat salvaged from approved areas within the project limits or compost. Salvaged peat shall be reasonably free from sticks, stones, roots, and other objectionable matter, and shall pass through a 75 mm [3 in] screen. Dirty Borrow shall consist of 3 parts granular material mixed with 2 parts salvaged peat. If the Contractor chooses to use compost, the compost and the compost mix ratio shall be approved by the Environmental Office, Landscape Section (624-3100), prior to delivery on-site. The peat or compost shall be thoroughly mixed with the granular material prior to placement.

CONSTRUCTION REQUIREMENTS

Application of Dirty Borrow Dirty Borrow shall be spread evenly and uniformly on prepared areas in a thickness as shown on the plans.

Method of Measurement Dirty Borrow will be measured by the cubic meter [cubic yard] complete in place after finishing to the required depth as shown on the plans or directed by the Resident. Lateral measurements will be parallel with the slope of the ground.

Basis of Payment The accepted quantities of dirty borrow will be paid for at the contract unit price per cubic meter [cubic yard] complete in place.

Payment shall be full compensation for furnishing and placing the Dirty Borrow.

Payment will be made under:

Pay Item	Pay Unit
203.242 Dirty Borrow	Cubic Meter [Cubic Yard]

Guilford
9200(100)X
May 21, 2004

SPECIAL PROVISION
SECTION 203
EXCAVATION AND EMBANKMENT
(Instrumented Pavement Test Section)

Description. The Maine Department of Transportation (MaineDOT) in conjunction with the University of Maine and Worchester Polytechnic Institute (WPI) will be installing instrumentation to monitor pavement performance. The instrumentation will be installed at approximately Station 3+620.

INSTRUMENTATION

Instrumentation, General. Instrumentation will be installed by the University of Maine and MaineDOT to monitor the performance of the roadway. The successful construction and instrumentation of the instrumented section will require mutual cooperation and close coordination between the Contractor, the Maine Department of Transportation and the University of Maine.

1. The University of Maine will be responsible for acquisition and installation of all instrumentation. In some cases, MaineDOT and WPI will assist with installation.
2. The University of Maine will work closely with MaineDOT and the Contractor to coordinate the construction schedule with the instrumentation and monitoring schedule. A University and MaineDOT representative will be on site to install instrumentation as dictated by the Contractor's construction schedule.
3. The Contractor's construction schedule shall take into account the timing of the instrumentation installation and shall in no way interfere with or delay these activities.
4. The Contractor will take all necessary precautions to prevent damage, disturbance or movement, other than normal settlement, of instrumentation installed.
5. The Contractor shall immediately notify the Engineer of any damage, disturbance or movements to any of the monitoring devices. In the event MaineDOT reinstalls monitoring devices destroyed or damaged by the Contractor, the cost of reinstallation will be charged against the Contractor and will be deducted from payments due him.

Instrumentation, Subgrade/Subbase. A general description of instrumentation installed in the subgrade soil and subbase is given below. Only instrumentation installed during construction is listed. Additional instruments will be installed after construction is completed.

Soil pressure gages. Approximately four soil pressure gages will be installed. The gages are approximately 9 in. in diameter. Gages will be placed on the subgrade and within the subbase course. The soil or aggregate underneath the gage shall be compacted by the Contractor prior to placement of the gages by the Engineer. After the gage is placed, the Contactor shall

place a 6 to 12-in. lift of subbase aggregate over the gage, as directed by the Engineer, and compact in accordance with Section 203. Wires will lead from each gage to the shoulder of the road.

Soil strain gages. Approximately four soil strain gages will be installed. The Engineer will place the gages in the subgrade soil and within the subbase course. After a gage is placed, the Contactor shall place a 6 to 12-in. lift of material over the gage, as directed by the Engineer, and compact in accordance with Section 203. Wires will lead from each gage to the shoulder of the road.

Soil moisture gages. Approximately six soil moisture gages will be installed. The gages will be installed in the subgrade soil and within the subbase course. After a gage is installed, the Contractor shall place a 6 to 12-in. lift of material over the gage, as directed by the Engineer, and compact in accordance with Section 203. Wires will lead from each gage to the shoulder of the road.

Subsurface thermocouple strings. Approximately two thermocouple strings will be installed. Thermocouple strings are installed in 4-in. diameter boreholes drilled by the Maine Department of Transportation. The borings will be made prior to excavation and the borings will be held open with casing. During excavation to subgrade the Contractor will need to work around these casings. The strings are generally installed immediately after excavation to subgrade. The Contractor shall use an excavator to pull the casing at the direction of the Engineer. The thermocouples are mounted on 1-in. diameter wooden dowels. The dowel is placed in the borehole and the borehole is backfilled with subgrade soil by the Engineer. The dowel will extend up through the subbase course to within about 12 in. of finished grade. During subbase placement the Contractor shall work around the upper, exposed portion of the dowel. A bundle of wires will lead from each string to the shoulder of the road.

Subsurface soil resistivity gages. Approximately two soil resistivity gages will be installed. Soil resistivity gages are installed in 4-in. diameter boreholes drilled by the Maine Department of Transportation. The borings will be made prior to excavation and the borings will be held open with casing. During excavation to subgrade the Contractor will need to work around these casings. The gages are generally installed immediately after excavation to subgrade. The Contractor shall use an excavator to pull the casing at the direction of the Engineer. The gages are mounted on 1-in. diameter rods. The rod is placed in the borehole and the borehole is backfilled with subgrade soil. The rod will extend up through the subbase course to within about 12 in. of finished grade. During subbase placement the Contractor shall work around the upper, exposed portion of the rod. A bundle of wires will lead from each rod to the shoulder of the road.

Instrumentation, Hot Mix Asphalt. A general description of instrumentation installed in the pavement is given below. Only instrumentation installed during construction is listed.

Hot Mix Asphalt strain gages. Approximately 24 Hot Mix Asphalt strain gages will be installed. The gages will be installed at two or three depths in the HMA. The gages are either placed on the top of a previously placed HMA layer or placed in the HMA immediately after a layer is spread, but prior to compaction. A wire will lead from each gage to the shoulder of the road. The location of gages and wires will be documented. If random number for quality acceptance tests fall at or within vicinity of gages and wires such that potential for damage could occur due to sampling then the random number will be recalculated.

Hot Mix Asphalt thermocouples. Approximately six thermocouples will be installed in the HMA. The thermocouples are either placed on the top of a previously placed HMA layer or placed in the HMA immediately after a layer is spread, but prior to compaction. A wire will lead from each thermocouple to the shoulder of the road. The location of gages and wires will be documented. If random number for quality acceptance tests fall at or within vicinity of gages and wires such that potential for damage could occur due to sampling then the random number will be recalculated.

CONSTRUCTION REQUIREMENTS

Schedule. Excavation to subgrade and placement of subbase between Station 3+560 and 3+720 shall begin no sooner than September 1, 2004.

SPECIAL PROVISIONS
SECTION 304
AGGREGATE BASE AND SUBBASE COURSE
(Aggregate Subbase)

If the Contractor wishes to route public traffic over the completed Aggregate Subbase Course for a period of time greater than 24 hours, the Aggregate Subbase Course shall be constructed with a minimum 50 mm [2 in] surcharge above the design grade. Whenever the surcharge is used, it shall be constructed with material meeting the requirements of Section 703.06(b), Type D Aggregate. Also, whenever, the surcharge is used, it shall be placed on all the Aggregate Subbase Course subjected to public traffic. When the surcharge is removed, it may be placed in driveways, sidewalks, approach roads, or the outer portions of the shoulders. Removal of the surcharge shall be followed immediately in succession by the fine grading of the aggregate subbase and construction of the next course.

The furnishing, placing, maintaining, and removal of the surcharge will not be paid for directly, but will be considered incidental to the Aggregate Subbase Course pay item.

If salvaged bituminous pavement is placed as the top layer of the aggregate subbase course, a surcharge is not required.

Guilford
STP-9200(100)X
Route 6, 15, 16
Highway Construction
May 14, 2004

SPECIAL PROVISION
SECTION 403
HOT MIX ASPHALT

Desc. of Course	Grad. Design	Item Number	Bit Cont. % of Mix	Total Thick	No. Of Layers	Comp. Notes
			200mm HMA Mainline Travelway			
Wearing	12.5mm	403.208	N/A	35mm	1	5,7,12
Base	12.5mm	403.213	N/A	40mm	1	5,7
Base	19.0mm	403.207	N/A	125mm	2/more	5,7,11,15
			75mm HMA			
			Approach /Side Roads			
Wearing	12.5mm	403.208	N/A	35mm	1	5,7,12
Base	12.5mm	403.213	N/A	40mm	1	5,7
			Shim			
Shim	9.5mm	403.211	N/A	variable	1/more	2,5,9,10,20
			75mm HMA Shoulders			
Wearing	12.5mm	403.208	N/A	35mm	1	5,7,12
Base	12.5mm	403.213	N/A	40mm	1	5,7
			Commercial Entrances			
Wearing	9.5 mm	403.209	N/A	75mm	2	2,3,9,13
			Drives, Islands, Misc.			
Wearing	9.5 mm	403.209	N/A	50mm	2	2,3,9,10,13

COMPLEMENTARY NOTES

2. The density requirements are waived.
3. The design traffic level for mix placed shall be <0.3 million ESALS.
5. The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS for mix placed under this contract. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **75 gyrations**. (Ndesign)
7. Section 106.6 Acceptance, (1) Method A.
9. Section 106.6 Acceptance, (2) Method C.
10. A **"FINE"** 9.5 mm mix with a gradation above or through the restricted zone shall be used for this item.
11. A mixture meeting the gradation of 12.5 mm hot mix asphalt may be used at the option of the contractor.
12. A mixture meeting the gradation of 9.5 mm hot mix asphalt may be used at the option of the contractor.
13. A mixture meeting the requirements of section 703.09 Grading 'D', with a minimum PGAB content of 6%, and the limits of Special Provision 401, Table 9 (Drives and Sidewalks) for PGAB content and gradation may be substituted for this item. A job mix formula shall be submitted to the Department for approval.
15. Any base or binder mix left exposed to traffic over the winter shall have a layer of 12.5 mm mix substituted for the 19mm mix. If this substitution is made, the specified layers may need to be modified, as approved by the Resident**.**

Tack Coat

A tack coat of emulsified asphalt, RS-1 or HFMS-1, Item #409.15 shall be applied to any existing pavement at a rate of approximately 0.08 L/m², and on milled pavement approximately 0.2 L/m², prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim / intermediate course and the surface course, at a rate not to exceed 0.08 L/m².

Tack used between layers of pavement will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(QC/QA Acceptance Methods)

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
A	502.21	Structural Concrete Abut. &Retaining Walls	$600	A
A	502.261	Structural Concrete RW &SW Slab on Conc, Bridges	$600	A
A	502.31	Structural Concrete Approach Slab		B
A	502.36	Struct. Conc. Exist. Structure Modifications		B
A	502.49	Structural Concrete Curbs & Sidewalks		B
FILL	502.56	Concrete Fill		B

P values listed above reflect the price per cubic meter (yd^3) for all pay adjustment purposes.

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(Existing Structure Modifications)

Description. This work shall consist of the repair of voids in the existing stone masonry abutments. The work shall be in reasonable close conformity with the lines and grades of the existing walls.

MATERIALS

Structural Concrete. Structural concrete shall be Class A, tinted to match the existing mortar.

Stone. Existing stone removed naturally from the walls or available on site within the right of way limits shall be used in this work. The stone shall be sound, durable rock, which will not disintegrate when exposed to water or weather. Either field stone or rough, unhewn quarry stone may be used and cut as necessary to provide an acceptable final product.

CONSTRUCTION REQUIREMENTS

General. New construction shall match into the existing walls as shown on the Contract Plans. Voids in the walls shall be repaired using structural concrete or a combination of structural concrete and stone as appropriate.

Heavy Construction Equipment. Heavy construction equipment, including, but not limited to, excavators, concrete trucks and dump trucks, shall not be permitted within three meters of the excavated side of the abutments until all backfill and compaction operations are complete. This distance shall be measured from the inside face of the abutment breastwalls.

Infilling Voids with Structural Concrete. Infill large voids with structural concrete or a combination of structural concrete and stone. All work shall be in conformity with applicable requirements of Sections 502, Structural Concrete, of the Supplemental Specifications and Special Provisions.

Method of Measurement. Existing Structure Modifications will be measured for payment by the lump sum, consisting of all work required to repair the existing stone abutments.

Basis of Payment. Existing Structure Modifications will be paid for at the contract lump sum price, which price shall be full compensation for furnishing all labor, materials, equipment, and incidentals required to complete the work, including all necessary structural concrete, stone, cutting stone, and formwork.

Payment will be made under:

Pay Item		Pay Unit
502.36	Structural Concrete, Existing Structure Modifications	Lump Sum

January 15, 2003
Supersedes March 10, 1999

SPECIAL PROVISION
SECTION 504
CONCRETE PIPE TIES

Description This work shall consist of furnishing and installing concrete pipe ties in conformance with the Standard Details.

Materials All materials shall meet the requirements shown in the Standard Details.

Method of Measurement Concrete pipe ties shall be measured per each.

Basis of Payment The accepted quantity of concrete pipe ties will be paid for at the contract unit price per each. Such payment will be full compensation for furnishing, installing, and all other necessary incidentals for satisfactory completion of the work. Any grout or mortar necessary to repair chipping shall be incidental to the installation of the pipe ties.

Pay Item	Pay Unit
504.069 Concrete Pipe Ties	Each

Guilford
PIN 009200.10
May 14, 2004

SPECIAL PROVISION
SECTION 510
SPECIAL DETOURS
(Special Detour, 5.2 meter Roadway Width
Vehicular and Pedestrian Traffic Not Separated)

510.03 Vehicular and Pedestrian Traffic Not Separated The first three paragraphs of this Subsection are revised to read as follows:

The Special Detour shall be located as shown on the Contract Plans. The Contractor shall field verify the proposed layout and construction sequence prior to constructing the Special Detour.

Design calculations and detailed plans for the temporary structures incorporated into the Special Detour shall be furnished to the Resident by the Contractor. The temporary structures shall be designed and sealed by a Professional Engineer, registered in accordance with the laws of the State of Maine.

The Contractor shall submit detailed plans of the temporary structures and obtain approval of the Resident before construction. These plans shall be provided in accordance with, and subject to, the conditions of Section 105.7 – Working Drawings. In addition, the design computations relating to the temporary structures shall be submitted for review by the Resident.

The tenth paragraph of this Subsection is revised to read as follows:

f. Waterway Opening The minimum opening of the temporary waterway structure shall be designed to pass ordinary discharge ($Q_{1.1} = 4.29\ m^3/s$). At the Contractors option, the twin pipes proposed at Station 2+660 may be used as the temporary waterway structure at Salmon Stream Bridge.

The remaining paragraphs of this Subsection are revised to read:

The geometric design of the Special Detour shall be by the Department, as indicated on the Contract Plans. The top 75 mm of the 300 mm total detour roadway structure shall consist of milled pavement salvaged from removal of pavement surface elsewhere on the project.

510.051 Vehicular and Pedestrian Traffic Not Separated This entire Subsection is revised to read:

The Special Detour, including temporary structures, shall be constructed in accordance with the Contract Plans and the temporary structure design details submitted by the Contractor and approved by the Resident. Barricades, warning signs, lights, and other traffic control devices shall be provided in accordance with the project traffic control plan requirements.

Prior to opening the Special Detour to traffic, the Professional Engineer responsible for the design of the temporary structures shall certify in writing to the Department that the structures were constructed in conformance with the approved plans and design details.

510.09 Basis of Payment The following is added to this subsection:

Removal of existing pavement markings on approaches to the detour, as shown on the detour traffic control plans, will be incidental to lump sum payment for the special detour.

Payment will be made under:

Pay Item		Pay Unit
510.10	Special Detour, 5.2 meter Roadway Width Vehicular and Pedestrian Traffic Not Separated	Lump Sum

SPECIAL PROVISION
SECTION 525
GRANITE MASONRY
(Repointing Granite Masonry)

Description. This work shall consist of furnishing all labor, materials, and equipment necessary to repoint existing granite (stone) masonry where indicated on the Contract Plans and where directed by the Resident.

MATERIALS

Mortar. Mortar shall contain one part Portland cement to two parts sand and an approved non-shrink additive. No admixtures, except for mortar coloring agents, shall be permitted in the mortar without the written approval of the Resident. The color of the mortar shall match the existing mortar and shall be approved by the Resident. Sample mixes of hardened mortar shall be submitted to the Resident for approval if the Resident so requests. The Resident may direct that the color of the mortar be varied if, in his opinion, it will improve the appearance of the masonry. However, the color of the mortar incorporated in the work shall be the same and uniform. All mortar coloring agents shall be manufactured from minerals and shall be light-fast, durable and resistant to alkali. Use of calcium chloride is not permitted.

CONSTRUCTION REQUIREMENTS

General. Repointing shall not be done when ambient temperature is 40 degrees F or below, nor when stone contains frost. Repointing of granite (stone) masonry shall not begin until all roadway excavation, backfill and compaction operations are complete.

Mortar. Mortar shall be machine mixed. Hand mixing of mortar may be permitted in small quantities as approved by the Resident. Mortar shall be used within forty-five minutes after mixing. Retempering of mortar will not be permitted.

Procedure. Joints in the exposed granite (stone) masonry shall be repointed. Joints shall be cleaned with high-pressure air or water jet to remove existing loose and deteriorated mortar between the stones. Cleaned areas shall be pointed immediately after the cleaning. Joints shall be thoroughly wet with clean water and filled with mortar. Mortar shall be well driven into joints and finished with an approved pointing tool before mortar sets. The wall shall be kept wet while pointing is being done, and in hot or dry weather, pointed masonry shall be protected from the sun and kept wet for a period of 72 hours after completion.

Face surfaces of stones shall not be smeared with mortar used in pointing. After repointing is completed and the mortar has set, all visible surfaces shall be cleaned of loose mortar and cement stains.

Method of Measurement. The quantity of repointed granite (stone) masonry to be measured for payment will be the number of square meters measured in place along the exposed face of the repointed granite (stone) masonry surface. No deduction will be made for joints.

Basis of Payment. The accepted quantity of repointed granite (stone) masonry will be paid for at the contract price per square meter (square yard). The payment will be full compensation for all labor, equipment, scaffolding, and other incidentals necessary to complete the work.

Payment will be made under:

Pay Item		Pay Unit
525.26	Repointing Granite Masonry	Square Meter (Square Yard)

Guilford
STP-9200(100)X
May 14, 2004

SPECIAL PROVISION
SECTION 526
CONCRETE BARRIER

Description. This work shall consist of furnishing, installing, resetting and removal of temporary concrete barrier and associated elements in accordance with the specifications, the plans, or as established by the Resident for the duration of work requiring alternating one-way traffic control at Chase Bridge and Salmon Stream Bridge. It is intended that bridge work requiring temporary concrete barrier not be performed concurrently at the two bridges and that the same temporary concrete barrier be used for both bridges. The total quantity estimated to be required is 165 meters.

Materials and Construction. All materials and installation shall conform to applicable provisions of Section 526 of the Standard Specifications and Standard Details.

Method of Measurement. Temporary concrete barrier will be measured for payment by the lump sum, satisfactorily installed, reset as required, and removed.

Basis of Payment. Temporary Concrete Barrier Type I will be paid for at the contract lump sum price. Payment will be full compensation for furnishing, installing, maintaining for the duration of work on the first bridge, transporting and installing at the second bridge, maintaining for the duration of work on the second bridge, furnishing new parts as necessary, removing upon completion of the project, and all incidentals necessary to complete the work. No separate payment will be made for removal from the first bridge site, transporting and resetting temporary concrete barrier at the second bridge site.

Payment will be made under:

Pay Item	Pay Unit
526.301 Temporary Concrete Barrier Type I	Lump Sum

SPECIAL PROVISION
SECTION 534
PRECAST STRUCTURAL CONCRETE
(Precast Structural Concrete Arches, Box Culverts)

534.10 Description The Contractor shall design, manufacture, furnish, and install elements, precast structural concrete structures, arches, or box culverts and associated wings, headwalls, and appurtenances, in accordance with the contract documents.

534.20 Materials Structural precast elements for the arch or box culvert and associated precast elements shall meet the requirements of the following Subsection:

Structural Precast Concrete Units	712.061

Grout, concrete patching material, and geotextiles shall be one of the products listed on the Department's list of prequalified materials, unless otherwise approved by the Department.

534.30 Design Requirements The Contractor shall design the precast structural concrete structure in accordance with the AASHTO Standard Specifications for Highway Bridges, current edition, by either the Load Factor Design (LFD) or Load and Resistance Factor Design (LRFD) method. The design live load shall be as follows: MS-22.5 (HS-25) for LFD method, *modified HL-93 Strength I for LRFD method. *(modify HL-93 by increasing all wheel loads by a factor of 1.25)

The Contractor shall submit design calculations and shop drawings for the precast structure to the Department for approval. A Registered Professional Engineer, licensed in accordance with State of Maine laws, shall sign and seal all design calculations and drawings. The Contractor shall submit a bridge rating on the Department's Standard Bridge Rating Summary Sheet with the design calculations. Drawings shall conform with Section 105.7 - Working Drawings.

The Contractor shall submit the following items for review by the Resident at least ten working days prior to production:

A) The name and location of the manufacturer.
B) Method of manufacture and material certificates.
C) Description of method of handling, storing, transporting, and erecting the members.
D) Shop Drawings with the following minimum details:

1) Fully dimensioned views showing the geometry of the members, including all projections, recesses, notches, openings, block outs, and keyways.
2) Details and bending schedules of reinforcing steel including the size, spacing, and location. Reinforcing provided under lifting devices shall be shown in detail.
3) Details and locations of all items to be embedded.
4) Total mass (weight) of each member.

534.40 Construction Requirements The applicable provisions of Subsection 535.10 - Methods and Equipment and Subsection 535.20 - Forms and Casting Beds shall be met.

Manufacture of Precast Units The internal dimensions shall not vary by more than 1 percent from the design dimensions or 38 mm [1 ½ in], whichever is less. The haunch dimensions shall not vary by more than 19 mm [¾ in] from the design dimension. The dimension of the legs shall not vary by more than 6 mm [¼ in] from the dimension shown on the approved shop drawings.

The slab and wall thickness shall not be less than the design thickness by more than 6 mm [¼ in]. A thickness greater than the design thickness shall not be cause for rejection.

Variations in laying lengths of two opposite surfaces shall not be more than 15 mm [? in] in any section, except where beveled ends for laying of curves are specified.

The under-run in length of any section shall not be more than 12 mm [½ in].

The cover of concrete over the outside circumferential reinforcement shall be 50 mm [2 in] minimum. The concrete cover over the inside reinforcement shall be 38 mm [1 ½ in] minimum. The clear distance of the end of circumferential wires shall not be less than 25 mm [1 in] or more than 50 mm [2 in] from the end of the sections. Reinforcement shall be single or multiple layers of welded wire fabric or a single layer of deformed billet steel bars.

Welded wire fabric shall meet the space requirements and contain sufficient longitudinal wires extending through the section to maintain the shape and position of the reinforcement. Longitudinal distribution reinforcement may be welded wire fabric or deformed billet steel bars which meet the spacing requirements. The ends of the longitudinal distribution reinforcement shall be not more than 75 mm [3 in] from the ends of the sections.

The inside circumferential reinforcing steel for the haunch radii or fillet shall be bent to match the radii or fillets of the forms.

Tension splices in the reinforcement will not be permitted. For splices other than tension splices, the overlap shall be a minimum of 300 mm [12 in] for welded wire fabric or billet steel bars. The spacing center to center of the circumferential wires in a wire fabric sheet shall be not less than 50 mm [2 in] or more than 100 mm [4 in]. For the wire fabric, the spacing center to center of the longitudinal wires shall not be more than 200 mm [8 in]. The spacing center to center of the longitudinal distribution steel for either line of reinforcing in the top slab shall be not more than 375 mm [15 in].

The members shall be free of fractures. The ends of the members shall be normal to the walls and centerline of the section, within the limits of variation provided, except where beveled ends are specified. The surfaces of the members shall be a smooth steel form or troweled surface finish, unless a form liner is specified. The ends and interior of the assembled structure shall make a continuous line of members with a smooth interior surface.

Defects which may cause rejection of precast units include the following:

1) Any discontinuity (crack or rock pocket etc.) of the concrete which could allow moisture to reach the reinforcing steel.
2) Rock pockets or honeycomb over 4000 mm² [6 in²] in area or over 25 mm [1 in] deep.
3) Edge or corner breakage exceeding 300 mm [12 in] in length or 25 mm [1 in] in depth.
4) Extensive fine hair cracks or checks.
5) Any other defect that clearly and substantially impacts the quality, durability, or maintainability of the structure as measured by accepted industry standards.

The Contractor shall store and transport members in a manner to prevent cracking or damage. The Contractor shall not place precast members in an upright position until a compressive strength of at least 30 MPa [4350 psi] is attained.

Installation of Precast Units The Contractor shall not ship precast members until sufficient strength has been attained to withstand shipping, handling and erection stresses without cracking, deformation, or spalling (but in no case less than 30 MPa [4350 psi].

The Contractor shall set precast members on 12 mm [½ in] neoprene pads during shipment to prevent damage to the section legs. The Contractor shall repair any damage to precast members resulting from shipping or handling by saw cutting a minimum of 12 mm [½ in] deep around the perimeter of the damaged area and placing a polymer-modified cementitious patching material.

When footings are required, the Contractor shall install the precast members on concrete footings that have reached a compressive strength of at least 20 MPa [2900 psi]. The Contractor shall construct the completed footing surface to the lines and grades shown on the plans. When checked with a 3 m [10 ft] straightedge, the surface shall not vary more than 6 mm [¼ in] in 3 meters [10 ft]. The footing keyway shall be filled with a non-shrink flowable cementitious grout with a design compressive strength of at least 35 MPa [5075 psi].

The Contractor shall fill holes that were cast in the units for handling, with either Portland cement mortar, or with precast plugs secured with Portland cement mortar or other approved adhesive. The Contractor shall completely fill the exterior face of joints between precast members with an approved material and cover with a minimum 300 mm [12 in] wide joint wrap. The surface shall be free of dirt and deleterious materials before applying the filler material and joint wrap. The Contractor shall install the external wrap in one continuous piece over each member joint, taking care to keep the joint wrap in place during backfilling. The Contractor shall seal the joints between the end unit and attached elements with a non-woven geotextile. The Contractor shall install and tighten the bolts fastening the connection plate(s) between the elements that are designed to be fastened together as designated by the manufacturer.

Final assembly shall be approved by the manufacturer's representative prior to backfilling. The Contractor shall backfill the structure in accordance with the manufacturer's instructions and the Contract documents. The Contractor shall uniformly distribute backfill material in

layers of not more than 200 mm [8 in] depth, loose measure, and thoroughly compact each layer using approved compactors before successive layers are placed. The Contractor shall compact gravel borrow backfill in accordance with Section 203.12 - Construction of Earth Embankment with Moisture and Density Control, except that the minimum required compaction shall be 95 percent of maximum density as determined by AASHTO T99, Method C or D. The Contractor shall place and compact backfill without disturbance or displacement of the wall units, keeping the fill at approximately the same elevation on both sides of the structure. Whenever a compaction test fails, the Contractor shall not place additional backfill over the area until the lift is re-compacted and a passing test achieved.

The Contractor shall use hand-operated compactors within 1.5 m [5 ft] of the precast structure as well as over the top until it is covered with at least 300 mm [12 in] of backfill. Equipment in excess of 11 Mg [12 ton] shall not use the structure until a minimum of 600 mm [24 in] of backfill cover is in place and compacted.

534.50 Method of Measurement The Department will measure Precast Structural Concrete Arch or Box Culvert for payment per Lump Sum each, complete in place and accepted.

534.60 Basis of Payment The Department will pay for the accepted quantity of Precast Structural Concrete Arch or Box Culvert at the Contract Lump Sum price, such payment being full compensation for all labor, equipment, materials, professional services, and incidentals for furnishing and installing the precast concrete elements and accessories. Falsework, reinforcing steel, jointing tape, grout, cast-in-place concrete fill or grout fill for anchorage of precast wings and/or other appurtenances is incidental to the Lump Sum pay item. Cast-in-place concrete, reinforcing steel in cast-in-place elements, excavation, backfill material, and membrane waterproofing will be measured and paid for separately under the provided Contract pay items. Pay adjustments for quality level will not be made for precast concrete.

Payment will be made under:

Pay Item		Pay Unit
534.70	Precast Structural Concrete Arch	Lump Sum
534.71	Precast Concrete Box Culvert	Lump Sum

Guilford
STP-9200(100)X
May 14, 2004

SPECIAL PROVISION
SECTION 607
FENCES
(Remove and Reset Fence)

Description. This work shall consist of removing wood post wire fences and and rail fences and resetting at new locations as shown on the plans or directed by the Engineer.

MATERIALS

Materials. Materials for removing and resetting shall consist of the existing posts, rails, wire and other hardware of the existing fences. Materials removed shall be used in the fences as reset.

Materials used for replacement of damaged or lost fence components shall be of similar materials, dimensions and appearance to the original fence components and shall otherwise conform to the Standard Specifications and Standard Details.

CONSTRUCTION REQUIREMENTS

General. Fence designated to be removed and reset shall be carefully removed from its present location, temporarily stored, if necessary, and reinstalled at the new location in accordance with the applicable requirements of Section 607 of the Standard Specifications for installation of fence. Fence components found to be unfit for reuse prior to or upon removal shall be replaced when directed by the Resident. Any material damaged or lost during removing, storage or resetting shall be replaced by the Contractor without additional compensation.

The Contractor shall perform any necessary selective clearing or thinning that may be required to reset fence at its new location. Posts shall be set plumb in drilled or hand dug holes. After posts are placed, rails installed and the posts aligned, the post holes shall be backfilled. Backfilling shall be with earth placed in 450 mm layers, loose measure, and each layer thoroughly tamped. The completed fence shall have the tops of the posts at uniform height above ground, following the gradient of the ground unless otherwise directed by the Resident. All surplus material and other debris shall be removed and disposed of.

Method of measurement. Remove and Reset Fence will be measured by the meter accepted in place in its relocation. Measurement will be from outside to outside of end posts along the gradient of the fence in its relocation for each continuous run of fence reset.

Basis of Payment. The accepted quantity of Remove and Reset Fence will be paid for at the contract unit price per meter complete in place at the relocation. Such payment will be full compensation for removing, transporting, storing, reassembling all parts, furnishing of new hardware as needed, excavating in earth and backfilling holes, reinstalling at the new location, connections to existing remaining fence, and all other incidentals necessary to complete the work. Replacement of damaged fencing material shall be considered incidental to the contract bid price for Remove and Reset Fence. Selective clearing or thinning that may be required for resetting fence shall be paid under applicable labor and equipment rental items.

Payment will be made under:

Pay Item		Pay Unit
607.24	Remove and Reset Fence	Meter

alg

SP607-2

Guilford
PIN 009200.10
May 14, 2004

SPECIAL PROVISION
SECTION 613
EROSION CONTROL BLANKETS
(Permanent Erosion Control/Turf Reinforcement Mat)

613.02 Materials. Replace this section with the following:

Item No. 613.339, the permanent erosion control/turf reinforcement mat shall be a three-dimensional, machine-produced mat of 100% UV stabilized polypropylene or other 100% UV stabilized synthetic fiber resistant to degradation in sunlight. The mat shall be of consistent thickness with synthetic fibers evenly distributed over the entire area. The material shall have the ability to prevent soil loss after vegetation establishment when subjected to a long term (50 hour) shear stress of 240 Pa (5 lbs./sq.ft.) at peak flow. Minimum packaged roll width shall be 2.0 meters. Metal staples 4.3 mm (8 gauge) by 150 mm (six inch) minimum shall be furnished as incidental at the rate required to achieve the manufacturer's recommended stapling pattern.

613.04 Seeding. Replace this section with the following:

All seed shall be sown after installing the permanent erosion control/turf reinforcement mat. Place 50 mm of Loam on slopes prior to mat installation. After the mat is installed, raking with the backside of the rake, fill the mat with 13 mm to 19 mm (1/2" to ¾") of fine Loam to completely fill voids in the mat. Seed with Seeding Method Number 2.

Payment will be made under:

Pay Item		Pay Unit
613.339	Permanent Erosion Control/Turf Reinforcement	Square meter

Guilford
STP-9200(100)X
May 14, 2004

SPECIAL PROVISION
SECTION 643
TRAFFIC SIGNALS
(Temporary Traffic Signals: Chase Bridge and Salmon Stream Bridge)

Description. This work shall consist of furnishing, installing and maintaining traffic signals to alternate the right of way through the work area for the duration of work requiring alternating one-way traffic control at Chase Bridge and Salmon Stream Bridge. It is intended that bridge work requiring temporary traffic signals not be performed concurrently at the two bridges and that the same temporary traffic signal equipment be used for both bridges.

Materials and Construction. All traffic control equipment and installation shall conform to applicable provisions of the Standard Specifications, Standard Details and Manual on Uniform Traffic Control Devices, except the equipment does not have to be new and the Contractor will retain ownership.

The traffic signal shall be two-phase fully actuated with microwave detection. The signal indications shall remain at red rest until a vehicle is detected. Suggested initial controller timings for Chase Bridge are indicated below. See sheet 36 of the construction plans for suggested initial controller timings for Salmon Stream Bridge.

MOVEMENT	EASTBOUND	WESTBOUND
MIN GREEN	7 seconds	7 seconds
MAX GREEN	39 seconds	39 seconds
EXTENSION INTERVAL	3 seconds	3 seconds
YELLOW	3 seconds	3 seconds
ALL RED	18 seconds	18 seconds

Method of Measurement. Temporary traffic signals will be measured for payment by the lump sum, satisfactorily installed, operated and removed.

Basis of Payment. The temporary traffic signals will be paid for at the contract lump sum price. Payment will be full compensation for furnishing, installing, maintaining for the duration of work on the first bridge, moving and installing at the second bridge, maintaining for the duration of work on the second bridge, and removing the temporary signals upon completion of the project.

Payment will be made under:

Pay Item	Pay Unit
643.72 Temporary Traffic Signal	Lump Sum

Guilford
Project STP-9200(100)X
May 14, 2004

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

Approaches. Approach signing shall include the following signs shown on the Standard Maintenance of Traffic in Construction Zones sheet for "Project Approach Signing-Two Way Traffic":

Road Work Next 4 Miles
Road Work Ahead
Road Work 1000 Feet
Road Work 500 Feet with 35 MPH Advisory Speed Plate & Flags
End Road Work

Work Areas. At each work site, signs and channelizing devices as shown on the Maintenance of Traffic in Construction Zones Standard Details shall be used as directed by the Resident.

Signs include:

Work Zone
End Work Zone Speed
Speed Limit Plate
Fines Double
Stop Here On Red
Road Closed with Warning Lights
Lane Shift Sign (W1-4) with 25 MPH Advisory Speed Plate, Warning Light & Flag
Traffic Signal Sign
25 MPH Advisory Speed Plate
Work Area Ahead
Shoulder Work
Road Work Ahead with Warning Light & Flag
One Lane Road Ahead with Warning Light & Flag
One Lane Bridge
Blasting Zone Ahead
Turn Off Two-Way Radios And Cellular Telephones
End Blasting Zone
Uneven Lanes
Flagger Sign
Trucks Entering
Be Prepared to Stop

Other typical signs include:

Pavement Ends
Low Shoulder
Directional Arrows
Bump

The preceding lists of Approach signs and Work Area signs are representative of the contract requirements. Other sign legends may be required.

Channelization. Channelization devices shall include the following:

Type I Barricades
Type II Barricades
Vertical Panel Markers
Drums
Cones

Temporary Centerline. A temporary centerline of reflectorized traffic paint shall be marked each day on all new pavement to be used by traffic. The temporary centerline shall conform to the standard marking patterns used for permanent markings and will be paid for under Item 627.76. Failure to apply a temporary centerline daily will result in suspension of paving until temporary markings are applied to all previously placed pavement.

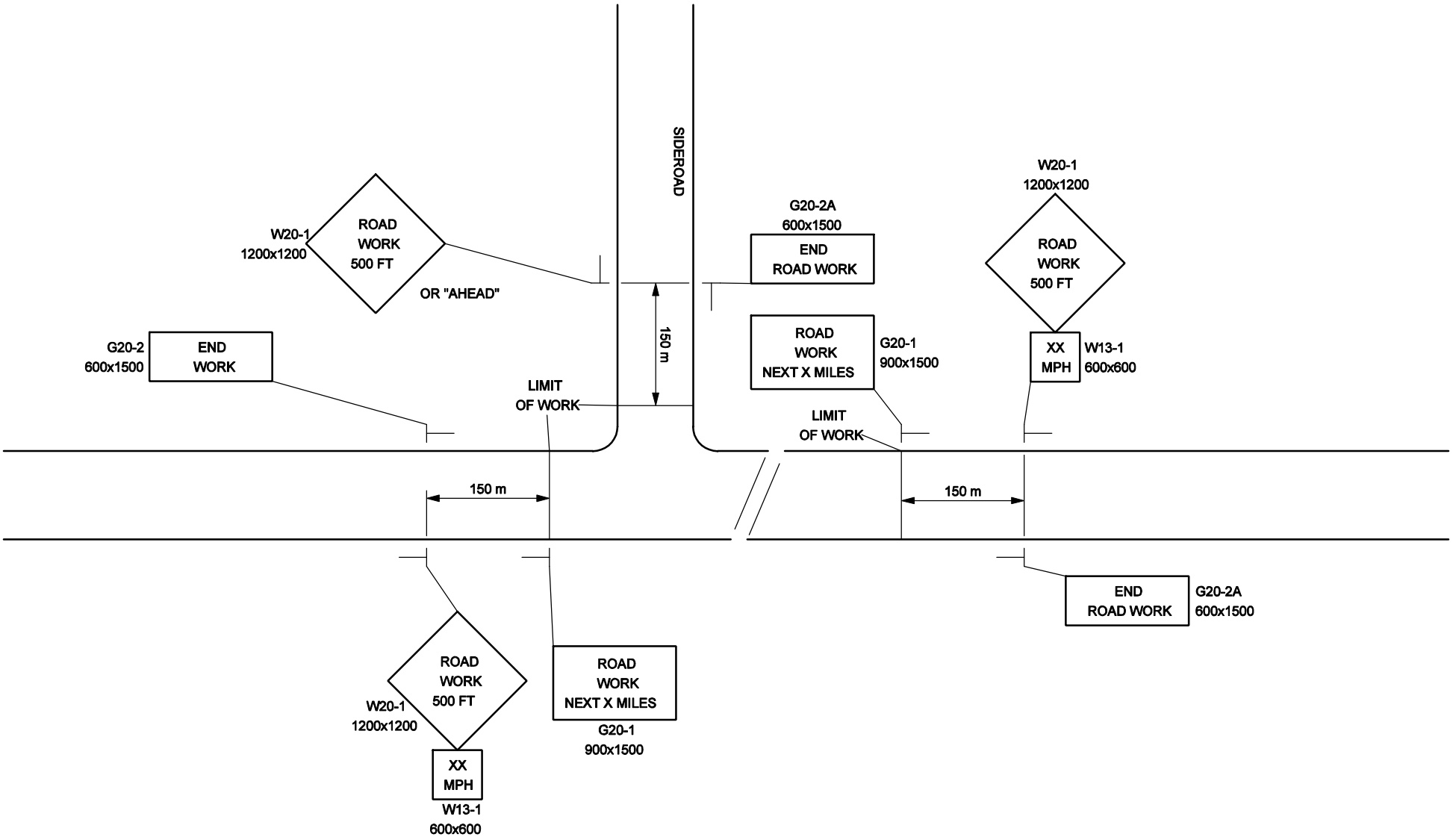
This project will require more than one construction season. In addition to temporary centerline provided for new pavement as described above, a temporary centerline of reflectorized traffic paint shall be marked on all other areas of the project at the end of each construction season.

Speed Limits in Work Zone. The Contractor shall sign all approved reduced speed limits on construction projects according to APM #431 – A Policy on the Establishment of Speed Limits in Work Zones.

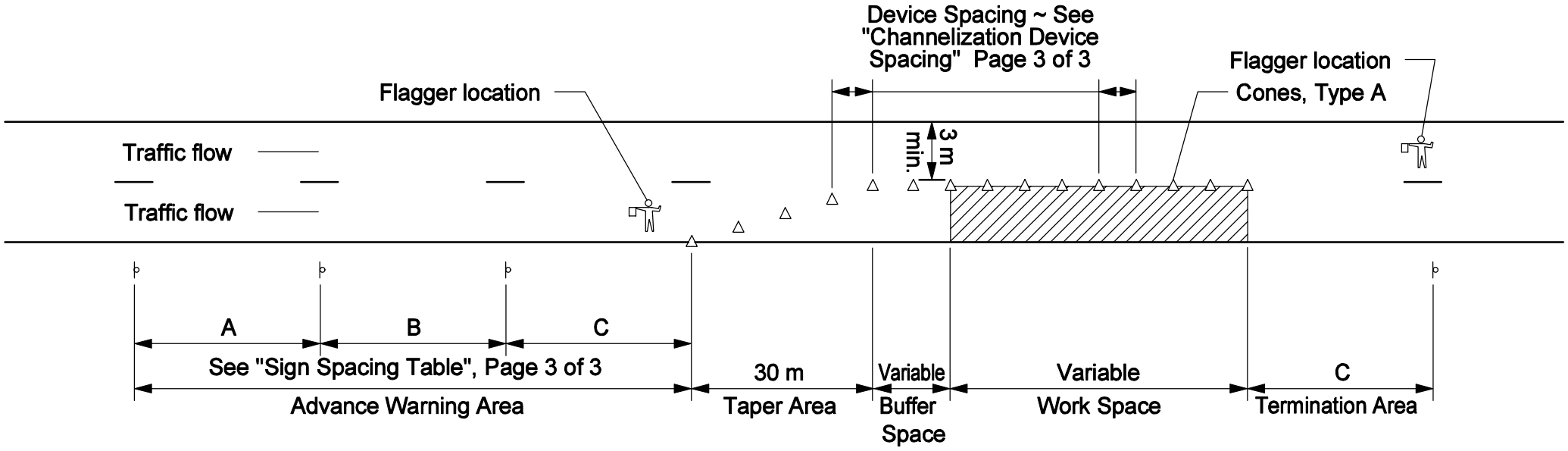
Other Requirements. Work zone locations and lengths shall be subject to approval of the Resident. Maximum length of contiguous lane closure shall be 800 meters. At least 1600 meters of two-way roadway shall be kept open to traffic between active work zones, unless prior approval of a shorter distance is received from the Resident. No more than 3200 meters of total disturbed roadway (one-way or two-way traffic) will be allowed at any time.

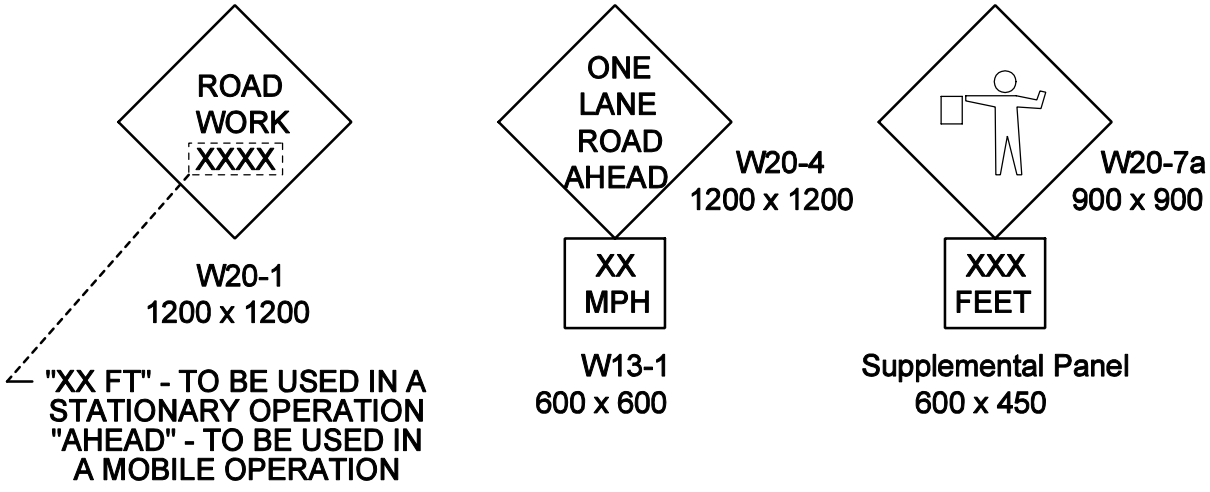
The Contractor shall submit the proposed Traffic Control Plan to the Resident at least two weeks prior to the start of any work on the project. The Traffic Control Plan shall provide the name and twenty-four hour contact numbers of an alternate Responsible Person in addition to those of the principal Responsible Person required by the Standard Specifications.

In sections of the work where the outer portion of lanes and shoulders have been excavated and gravel has been placed, but improvements are not completed through placement of the binder course of pavement on the disturbed area before the winter suspension date for paving required by Section 401, the Contractor shall place a minimum thickness of 50mm of temporary pavement adjacent to the remaining travel lane pavement to provide a minimum effective width of 3.6 meters for each travel lane. Temporary pavement required for this purpose shall be placed, maintained and removed at the Contractor's expense.



TYPICAL
-- PROJECT APPROACH SIGNING --
TWO WAY TRAFFIC





TYPICAL APPLICATION: TWO - WAY, TWO LANE ROADWAY, CLOSING ONE LANE USING FLAGGERS

TYPE OF TAPER	TAPER LENGTH (L)*
Merging Taper	at least L
Shifting Taper	at least 0.5L
Shoulder Taper	at least 0.33L
One-Lane, Two-Way Traffic Taper	100 ft (30 m) maximum
Downstream Taper	100 ft (30 m) per lane

* Formulas for L are as follows:

For speed limits of 40 mph (60 km/h) or less:

$L = \frac{WS^2}{60}$ $\quad (L = \frac{WS^2}{155})$

For speed limits of 45 mph (70 km/h) or greater:

$L = WS$ $\quad (L = \frac{WS}{1.6})$

* Formulas for L are as follows:

A minimum of 5 channelization devices shall be used in the taper.

CHANNELIZATION DEVICE SPACING

The spacing of channelization devices shall not exceed a distance equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet of 2.0 times the speed limit in mph when used for tangent channelization.

SIGN SPACING TABLE			
Road Type	Distance Between Signs**		
	A	B	C
Urban 30 mph (50 km/h) or less	100 (30)	100 (30)	100 (30)
Urban 35 mph (55 km/h) and greater	350 (100)	350 (100)	350 (100)
Rural	500 (150)	500 (150)	500 (150)
Expressway / Urban Parkway	2,640 (800)	1,500 (450)	1000 (300)

**Distances are shown in feet (meters).

GENERAL NOTES;

1. Final placement of signs and devices may be changed to fit field conditions as approved by the Resident.

SUGGESTED BUFFER ZONE LENGTHS

Speed (mph)	Length (feet)	Speed (mph)	Length (feet)
20	115	40	325
25	155	45	360
30	200	50	425
35	250	55	495

Town: Guilford
PIN's: 9200.10
Date: May 13, 2004

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

The following is added to Section 656 regarding Project Specific Information and Requirements. All references to the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual) are a reference to the latest revision of said manual. The "Table of Contents" of the latest version is dated "1/19/00" (available at http://www.state.me.us/mdot/mainhtml/bmp/bmpjan2000.pdf.)
Procedures specified shall be according to the BMP Manual unless stated otherwise.

Project Specific Information and Requirements

The following information and requirements apply specifically to this Project. The temporary soil erosion and water pollution control measures associated with this work shall be addressed in the SEWPCP.

1. This project is located within the Piscataquis River watershed and is considered **SENSITIVE** in accordance with the BMP Manual. The Contractor's SEWPCP shall comply with Section II.B., Guidelines for Sensitive Waterbodies in the BMP Manual.
2. A preconstruction field review is mandatory for this project. The preconstruction field review shall take place before commencing any work that involves soil disturbance or potential impacts on water quality. The date and time shall be set by the Contractor in consultation with the Construction Manager and ENV Water Resources Unit representative.
3. Newly disturbed earth shall be mulched by the end of each workday. Mulch shall be maintained on a daily basis.
4. Dust control items other than those under *Standard Specification, Section 637 – Dust Control*, if applicable, shall be included in the plan.
5. The SEWPCP shall describe the location and method of temporary erosion and sediment control for existing and proposed catch basins, outlet areas and culvert inlets and outlets. **If water is flowing within the drainage system, the water shall be diverted to a stable area or conduit and work shall be conducted in the dry.** The Contractor's plan shall address when and where the diversions will be necessary.
6. Permanent slope stabilization measures shall be applied within one week of the last soil disturbance.
7. Permanent seeding shall be done in accordance with *Standard Specification, Section 618 - Seeding* unless the Contract states otherwise.
8. Culvert inlet and outlet protection shall be installed within 48 hours of culvert installation, or prior to a storm event, whichever is sooner.
9. All disturbed ditches shall be stabilized by the end of each workday. Stabilization shall be maintained on a daily basis. Erosion control blanket shall be installed in the bottoms of all ditches except where a stone lining is planned. Seed shall be applied prior to the placement of the blanket.

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

10. The Contractor's SEWPCP shall address all in-stream work areas. Specific items to be addressed shall include water management (i.e., cofferdams and/or diversions) and sedimentation basins. Stream flow shall be maintained at all times.
11. After November 1 the Contractor shall use winter stabilization methods, such as Erosion Control Mix as specified in *Standard Specification, Section 619 - Mulch*. If required, spring procedures for permanent stabilization shall also be described in the plan. Use of this product for over-winter temporary erosion control will be incidental to the contract and be paid for as part of Pay Item 656.75.

NOTES:

1. Delete the last sentence of Section 656.4.4, which reads, "After Final Acceptance of the project, the Contractor must submit the log to the Department which will become the property of the Department."
2. Any and all references to "bark mulch" or "composted bark mix" shall be a reference to " Erosion Control Mix" in accordance with *Standard Specification, Section 619 - Mulch.*

SPECIAL PROVISIONS
SECTION 823
GATE VALVE BOXES

Description. This work shall consist of the adjustment or installation of gate valve boxes as indicated in the project plans or as directed by the Engineer.

Gate Valve Box, Adjust to Grade shall consist of adjusting a gate valve box to the required final grade, including any lowering and any other adjustments that may be necessary prior to setting the final grade.

Gate Valve Box, Install Only shall consist of removing an existing gate valve box, installing a replacement gate valve box, and adjusting the replacement gate valve box as specified above.

Materials. The District shall provide all replacement gate valve boxes necessary for the *Gate Valve Box, Install Only* item. Any gate valve box damaged by improper construction methods or handling by the Contractor, as determined by the Department, shall be replaced at the contractor's expense.

Method of Measurement. *Gate Valve Box, Adjust to Grade* and *Gate Valve Box, Install Only* will be measured by each unit, complete and accepted in place.

Basis of Payment. Payment for *Gate Valve Box, Install Only* shall be full compensation for all equipment, labor and incidental materials necessary to replace and adjust a gate valve box as specified herein.

Payment for *Gate Valve Box, Adjust to Grade* shall be full compensation for all equipment, labor and incidental materials necessary to adjust a gate valve box as specified herein.

Pay Items:		Pay Unit
823.011	Gate Valve Box, Install Only	Each
823.332	Gate Valve Box, Adjust to Grade	Each

Permits & Cultural Resources Unit

PIN #: 9200.00 (9200.10) Location: Guilford-Dover-Foxcroft Permit Member: Rhonda Poirier
Photographs ☒ Database/Projex ☒ Package to ENV Coordinator: 4/13/04

☒ **HISTORIC AND CULTURAL RESOURCES**

MHPC Historic Resources	N/A ☐	Applicable☒	Approved ☒	MOA ☐
MHPC Archeological Resources	N/A ☐	Applicable☒	Approved ☒	MOA ☐
Tribal Consultation	N/A ☐	Applicable☒	Approved ☒	

☒ **4(f) and 6(f)**

Section 4(f)	N/A ☒	Applicable ☐	Approved ☐
LAWCON 6(f)	N/A ☒	Applicable☐	Approved ☐

☒ **FEMA** N/A ☐ Applicable☒ Approved ☐

☒ **Maine Department of Environmental Protection (MDEP) Site Location of Development**
N/A ☒ Applicable ☐ Approved ☐

☒ **Local Zoning, Title 30-A, Section 4352-6**.
Is the project something other than the highway and bridge system, such as a maintenance lot, building/parking facility? Yes ☐ No ☒. If no, the project is exempt.
If yes, continue. Does the town in which the project is located have a comprehensive plan consistent with the Growth Management Program? Yes ☐ No ☐. If no, the project is exempt.
If yes, local zoning ordinances and/or permits are needed. Approved ☐

☒ **Maine Department of Inland Fisheries and Wildlife (MDIFW) Essential Habitat**

Eagle Nest	N/A ☒	Applicable ☐	Approved ☐
Piping Plover	N/A ☒	Applicable ☐	Approved ☐
Roseate Tern	N/A ☒	Applicable☐	Approved ☐

☒ **United States Fish and Wildlife Service (USFWS), Migratory Bird Act**
N/A ☒ Applicable ☐

☒ **Maine Department of Conservation/ Public Lands, Submerged Land Lease**
N/A ☒ Applicable ☐

☒ **Land Use Regulation Commission (LURC)** ☒ Not Applicable

No permit	☐	
Notice	☐	Approved ☐
Permit	☐	Approved ☐

☒ **Maine Department of Environmental Protection (MDEP), Natural Resource Protection Act**

No permit required	☐	
Exempt	☐	(Must use erosion and sediment control and not block fish passage.)
PBR	☒	Approved ☒
Tier 1	☐	Approved ☐
Tier 2	☐	Approved ☐
Tier 3	☐	Approved ☐

☒ **Army Corps of Engineers (ACOE), Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.**

No permit required ☐	
Category 1-NR☐	Approved ☐
Category 1☒	Approved ☒
Category 2☐	Approved ☐
Category 3☐	Approved ☐

☒ **IN-WATER TIMING RESTRICTIONS:** 105 Special Provision ☒ n/a ☐
Dates instream work is allowed: July 1st to September 15th.

☒ Special Provision 656, Erosion Control Plan
* Boxes marked in red indicate items that are attached and need to be placed in the contract by the Project Manager.

DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP)

PERMIT BY RULE NOTIFICATION FORM

(For use with DEP Regulation, Chapter 305)

■ **MDOT PIN: 9200.00**

Name of Applicant: State of Maine Department of Transportation **Name of Contact:** David Gardner
Mailing Address: 16 Station State House **Town/City:** Augusta **State:** Me. **Zip Code:** 04330-0016
Daytime Telephone #: (207)-624-3105 **Name of Wetland, Water Body or Stream:** Maxfield Brook, Salmon Stream, and unnamed streams.

Detailed Directions to Site: From Bangor, take Route 15 west through Dover-Foxcroft. The project is Route 6/15/16 between Sebec Shores Road and .4 miles westerly of Route 23.

Town/City: Sangerville & Guilford **Map #:** N/A **Lot #:** N/A **County:** Piscataquis

Description of Project:. The project consists of highway improvements to a 4-mile long section of Route 16/6/15 and includes culvert and bridge replacement work. The project will be performed in accordance with erosion control measures conforming with the latest versions of the *State of Maine Department of Transportation Standard Specifications for Highways and Bridges* and the *Department of Transportation's Best Management Practices for Erosion and Sediment Control.*

Part of a larger project? ☐Yes ☒No

(**CHECK ONE**) This project... ☒ does ☐ does not ...involve work below mean low water.

I am filing notice of my intent to carry out work which meets the requirements for Permit By Rule (PBR) under DEP Regulation, Chapter 305. I have a copy of PBR Sections checked below. I have read and will comply with all of the standards.

☐Sec. (2) Soil Disturbance	☐Sec. (8) Shoreline stabilization	☐Sec. (14) Piers, Wharves & Pilings
☐Sec. (3) Intake Pipes	☐Sec. (9) Utility Crossing	☐Sec. (15) Public Boat Ramps
☐Sec. (4) Replacement of Structures	☐Sec. (10) Stream Crossing	☐Sec. (16) Coastal Sand Dune Projects
☐Sec. (5) REPEALED	☒Sec. (11) State Transport. Facilities	☐Sec. (17) Transfers/Permit Extension
☐Sec. (6) Movement of Rocks or Vegetation	☐Sec. (12) Restoration of Natural Areas	☐Sec. (18) Maintenance Dredging
☐Sec. (7) Outfall Pipes	☐Sec. (13) F&W Creation/Enhance/Water Quality Improvement	

I authorize staff of the Departments of Environmental Protection, Inland Fisheries & Wildlife, and Marine Resources to access the project site for the purpose of determining compliance with the rules. I also understand that ***this permit is not valid until approved by the Department or 14 days after receipt by the Department, whichever is less.***

I have attached all of the following required submittals. **NOTIFICATION FORMS CANNOT BE ACCEPTED WITHOUT THE NECESSARY ATTACHMENTS:**

- ■ **A $50 (non-refundable) payment shall be done by internal billing.**
- ■ ***Attach*** **a U.S.G.S. topo map or Maine Atlas & Gazetteer map with the project site clearly marked.**
- ❑ ***Attach*** **photographs showing existing site conditions (unless not required under standards).**

Signature of Applicant: John E. Dority, Chief Engineer **Date:** 03/18/04

Keep the bottom copy as a record of permit. Send the form with attachments via certified mail to the Maine Dept. of Environmental Protection **at the appropriate regional office listed below**. The DEP will send a copy to the Town Office as evidence of the DEP's receipt of notification. No further authorization by DEP will be issued after receipt of notice. Permits are valid for two years. **Work carried out in violation of any standard is subject to enforcement action.**

AUGUSTA DEP STATE HOUSE STATION 17 AUGUSTA, ME 04333-0017 (207)287-2111 PORTLAND DEP 312 CANCO ROAD PORTLAND, ME 04103 (207)822-6300 BANGOR DEP 106 HOGAN ROAD BANGOR, ME 04401 (207)941-4570 PRESQUE ISLE DEP 1235 CENTRAL DRIVE PRESQUE ISLE, ME 04769 (207)764-0477

OFFICE USE ONLY Ck.# Staff Staff
PBR # FP Date Acc. Date Def. Date After Photos

Chapter 305: PERMIT BY RULE Section 8

Shoreline stabilization

A. Applicability

(1) This section applies to the establishment of vegetation and the installation of riprap along the shoreline of a coastal wetland, great pond, freshwater wetland with over 20,000 square feet of open water, river, stream or brook. This rule limits riprap in coastal wetland areas to that required to protect a structure within 100 feet of an eroding bank or agricultural land.

(2) This section applies only to areas where erosion exists and vegetation is not present, as demonstrated by photographs submitted with the notification form.

(3) This section does not apply to areas within or adjacent to a coastal wetland containing soft bottom (mudflat) sediments or salt marsh vegetation.

(4) This section does not apply to areas within any portion of a coastal sand dune system even if portions of these systems extend into the coastal wetland.

(5) This section does not apply to an activity that will not conform to the local shoreland zoning ordinance.

NOTES:

(1) Contact the local Code Enforcement Officer for information on local shoreland zoning requirements.

(2) A permit may be required from the US Army Corps of Engineers for a riprap project that exceeds 500 feet in length and the fill below the normal high water line exceeds 1 cubic yard per linear foot of riprap.

A copy of the PBR notification form should be submitted to the Corps of Engineers for these activities (US Army Corps of Engineers, RR 2 Box 1855, Manchester, ME 04351).

B. Submissions

(1) The applicant is required to submit photographs of the entire shoreline area where this activity is proposed.

(2) Photographs showing the finished activity must be submitted within 20 days of the activity's completion. The photographs must be sent with a copy of the notification form or labeled with the applicant's name and the town in which the activity took place.

C. Standards

(1) Riprap may be utilized only where eroded slopes exceed 3 horizontal feet to 1 vertical foot (approximately 33% slope), or where riprap is used to stabilize an existing stormwater outfall. Where eroded slopes are shallower than 3 horizontal to 1 vertical, vegetation must be used to control erosion.

(2) Riprap installed on the shoreline of a great pond or open water wetland may not extend higher than 2 feet above the normal high water line. Riprap installed on a river, stream or brook may not extend higher than 2 feet above the normal high water line, or to the elevation of the 100-year flood where mapped by the Federal Emergency Management Agency, whichever is higher. Riprap installed in a coastal area may extend no higher than the elevation of waves expected during coastal storms.

(3) The following measures must be taken to prevent erosion of soil or fill material from disturbed areas into the resource:

(a) Staked hay bales or silt fence must be properly installed between the area of soil disturbance and the resource before the activity begins;

(b) Hay bales or silt fence barriers must be maintained until the disturbed area is permanently stabilized;

(c) Within 7 calendar days following the completion of any soil disturbance, and prior to any storm event, mulch must be spread on any exposed soils;

(d) All disturbed soils must be permanently stabilized; and

(e) Within 30 days of final stabilization of the site, any silt fence must be removed.

NOTE: For guidance on erosion and sedimentation controls, consult the Maine Erosion and Sediment Control Handbook for Construction: Best Management Practices, dated March 1991. This handbook and other references on silt fence or hay bale installation and site stabilization are available from the DEP.

(4) New soil may be brought to the site and soil amendments, such as fertilizer or lime, may be used to increase soil fertility provided:

(a) Slopes do not exceed 3 horizontal to 1 vertical;

(b) Existing vegetation is not permanently removed;

(c) Water bars or diversions are used to divert stormwater runoff away from the loam;

(d) Depth of loam is less than 2 inches;

(e) The amendment is worked into the underlying soils;

(f) Disturbed areas are immediately mulched and seeded; and

(g) Final vegetation consists of native trees and shrubs, or matches existing vegetation immediately adjacent to the treated area.

(5) Rocks used for riprap may not be obtained from the shoreline (because they help prevent erosion) or below the normal high water line (because they provide habitat for aquatic life).

NOTE: On many slopes, slumping is caused by wave or water motion undercutting the bank. If riprap is placed only at the bottom of the slope, and the upper portions of the bank are graded and revegetated, the cost of the shoreline stabilization project can be reduced.

(6) The slope of the riprap may not be steeper than 1 horizontal to 1 vertical, nor shallower than 3 horizontal to 1 vertical.

(7) Riprap must be anchored at the base of the existing bank by placing the bottom row of rock in a trench excavated at least to a depth equal to the height of the largest rock, or the riprap must be pinned to underlying ledge.

(8) A layer of filter fabric, crushed stone or washed gravel must be placed under the riprap to prevent the washing of soil particles into the water.

(9) No fill material other than the riprap, crushed stone or washed gravel may be placed below the normal high water line.

(10) Riprap may not be placed in front of a retaining wall such that it extends further into the water.

(11) A buffer strip of undisturbed vegetation at least 25 feet wide must be established and maintained along the upland edge of any riprap placed for the protection of agricultural land.

(12) Design of riprap on river, stream or brook banks must be approved by either a Maine Registered Professional Engineer, the United States Natural Resources Conservation Service, or the local Soil and Water Conservation District. Evidence of this approval or plans stamped by a professional engineer must be submitted along with the Notification Form. With prior written agreement, the DEP may waive this standard for minor riprap activities on small streams.

(13) When riprap is necessary along a river, stream or brook, it must be combined with tree and shrub plantings to provide bank stabilization, shading of the water and cover for wildlife.

(14) If work is performed in a river, stream or brook that is less than three feet deep at the time of the activity and at the location of the activity, the applicant must provide for temporary diversion of flow to the opposite side of the channel while work is in progress.

(a) Diversion may be accomplished by placing sandbags, timbers, sheet steel, concrete blocks, 6+ mil polyethylene or geotextiles from the bank to midstream on the upstream side of the activity. No more than two-thirds (2/3) or 25 feet of stream width, whichever is less, may be diverted at one time.

(b) Any material used to divert water flow must be completely removed upon completion of the activity, and the stream substrate must be restored to its original condition.

(c) A pump may be operated, where necessary, for a temporary diversion. The pump outlet shall be located and operated such that erosion or the discharge of sediment to the water is prevented.

(15) Wheeled or tracked equipment may not operate in the water. Equipment operating on the shore may reach into the water with a bucket or similar extension. Equipment may cross streams on rock, gravel or ledge bottom.

(16) Work below the high water line of a great pond, river, stream or brook must be done at low water except as required for emergency flood control work.

(17) All wheeled or tracked equipment that must travel or work in a vegetated coastal wetland area must travel and work on mats or platforms in order to protect wetland vegetation.

(18) All excavated material must be stockpiled either outside the wetland or on mats or platforms. Hay bales or silt fence must be used, where necessary, to prevent sedimentation.

(19) Disturbance of vegetation must be avoided if possible. If vegetation must be disturbed during the activity, it must be reestablished immediately upon completion of the activity and must be maintained.

(20) Non-native species may not be planted in disturbed areas.

D. Definitions. The following terms, as used in this chapter, have the following meanings, unless the context indicates otherwise:

(1) Fill. a. (verb) To put into or upon, supply to, or allow to enter a water body or wetland any earth, rock, gravel, sand, silt, clay, peat, or debris; b. (noun) Material, other than structures, placed in or adjacent to a water body or wetland.

(2) Riprap. Heavy, irregular-shaped rocks that are fit into place, usually without mortar, on a slope.

(3) Structure. Anything built for the support, shelter or enclosure of persons, animals, goods or property of any kind, together with anything constructed or erected with a fixed location on or in the ground. Examples of structures include buildings, utility lines and roads.

Chapter 305: PERMIT BY RULE Section 11
State Transportation Facilities

1. **Introduction.** A "permit by rule" or "PBR", when approved by the Department of Environmental Protection (DEP), is an approval for an activity that requires a permit under the Natural Resources Protection Act (NRPA). Only those activities described in this chapter may proceed under the PBR process. A PBR activity will not significantly affect the environment if carried out in accordance with this chapter, and generally has less of an impact on the environment than an activity requiring an individual permit. A PBR satisfies the Natural Resources Protection Act (NRPA) permit requirement and Water Quality Certification requirement.

   If a proposed activity is not described in this chapter, or will not be conducted in accordance with the standards of this chapter, the applicant must obtain an individual permit prior to beginning the activity.

   A. Location of activity. The location of an activity may affect whether an activity qualifies for PBR, and whether review by the Department of Inland Fisheries and Wildlife is required.

      (1) Type of resource. For some types of activities, the availability of a PBR is affected by the type of natural resource in or adjacent to which the activity is proposed. For example, an applicant proposing an activity consisting of "Movement of rocks or vegetation" may receive a PBR only if the activity will take place in a great pond, river, stream or brook. Limitations concerning the location of activities are addressed in the "Applicability" provision in each section of this chapter.

      (2) Essential habitat. Essential habitats include areas critical to the survival of threatened and endangered species such as the bald eagle, least tern, roseate tern, and piping plover. If the activity is located in essential habitat, such as near an eagle nesting site, a PBR is only available if the applicant obtains written approval from the Department of Inland Fisheries and Wildlife (IF&W). This approval from IF&W must be submitted to the DEP with the PBR notification form, and the applicant must follow any conditions stated in the IF&W approval.

   NOTE: Maps showing areas of essential habitat are available from the Department of Inland Fisheries and Wildlife regional headquarters, municipal offices, the Land Use Regulation Commission (for unorganized territories) and DEP regional offices. If the activity is located in essential habitat, IF&W must be contacted to request and obtain a "certification of review and approval".

   B. Notification. The applicant must file notice of the activity with the DEP prior to beginning work on the activity. The notification must be on a form provided by the DEP and must include any submissions required in this chapter. The applicant must keep a copy to serve as the permit.

   The notification form must be sent to the DEP by certified mail (return receipt requested), or hand delivered to the DEP and date stamped by the department.

C. Effective period

(1) Beginning of period. The PBR becomes effective 14 calendar days after the DEP receives the notification form, unless the DEP approves or denies the PBR prior to that date. If the DEP does not speak with or write to the applicant within this 14 day period regarding the PBR notification, the applicant may proceed to carry out the activity.

There are three exceptions regarding the effective date of an approved PBR:

(a) Activities listed in Section 10 (Stream crossings) occurring in association with forest management are exempt from the 14 day waiting period.

(b) Activities listed in Section 2 (Soil disturbance) and Section 10 (Stream crossings) performed or supervised by individuals currently certified in erosion control practices by the DEP are exempt from the 14 day waiting period. To be certified in erosion control practices, an individual must successfully complete all course requirements of the Voluntary Contractor Certification Program administered by the DEP's Nonpoint Source Training and Resource Center.

(c) Activities that are part of a larger project requiring a permit under the Site Location of Development or the Storm Water Management Acts may not proceed until any required permit under those laws is obtained.

NOTE: Activities that are part of a larger project may require other permits from the DEP also. These other laws may prohibit the start of construction of any part of the project unless a permit under that law is obtained. In these cases, while not a violation of this rule, starting work on a PBR approved activity would be a violation of those other applicable laws.

(2) End of period. The PBR is generally effective for 2 years from the date of approval, except that a PBR for "Replacement of structures" under Section 4 is effective for 3 years.

NOTE: Activities that qualify under this chapter may need to meet other local, state and federal requirements. Examples -- (1) If an activity extends below the low water line of a lake, coastal wetland or international boundary water, the applicant should contact the Bureau of Parks and Lands (287-3061) concerning possible lease or easement requirements, or (2) If an activity will involve work below the mean high water line in navigable waters of the United States, the applicant should contact the Army Corps of Engineers (623-8367).

D. Discretionary authority. Notwithstanding compliance with the PBR applicability requirements and standards set forth in this chapter, the DEP may require an individual permit application to be filed in any case where credible evidence indicates that the activity:

(1) May violate the standards of the NRPA (38 M.R.S.A. Section 480-D);

(2) Could lead to significant environmental impacts, including cumulative impacts; or

(3) Could adversely impact a resource of special concern.

If an individual permit is required pursuant to this subsection, the DEP shall notify the applicant in writing within the 14 calendar day waiting period described in sub-section (C) above. When the DEP notifies an applicant than an individual permit is required, no work may be conducted unless and until the individual permit is obtained.

E. Violations. A violation of law occurs when a person, or his or her agent, performs or causes to be performed any activity subject to the NRPA without first obtaining a permit from the DEP, or acts contrary to the provisions of a permit. The person, his or her agent, or both, may be held responsible for the violation. Commonly, the "person" is the landowner, and the "agent" is the contractor carrying out the activity. A violation occurs when:

(1) An activity occurs that is not allowed under PBR, whether or not a PBR notification form has been filed with and/or approved by the DEP;

(2) An activity occurs that is allowed under PBR, but a PBR for the activity has not become effective prior to the beginning of the activity; or

(3) An activity occurs that is allowed under PBR and a PBR for the activity is in effect, but the standards specified in this chapter are not met.

See the "applicability" provision under each activity for rules concerning what activities are allowed under PBR. A PBR is only valid for the person listed on the notification form, or for his or her agent.

Each day that a violation occurs or continues is considered a separate offense. Violations are subject to criminal penalties and civil penalties of not less than $100 nor more than $10,000 for each day of that violation (38 M.R.S.A. Section 349).

NOTE: A local Code Enforcement Officer (CEO) may take enforcement action for a violation of the Natural Resources Protection Act if he or she is authorized to represent a municipality in District Court, and he or she has been certified as familiar with court procedures, 30-A M.R.S.A. Section 4452(7).

Chapter 305 Section 11

State transportation facilities

A. Applicability

(1) This section applies to the maintenance, repair, reconstruction, rehabilitation, replacement or minor construction of a State Transportation Facility carried out by, or under the authority of, the Maine Department of Transportation or the Maine Turnpike Authority, including any testing or preconstruction engineering, and associated technical support services.

(2) This section does not apply to an activity within a coastal sand dune system.

NOTE: The construction of a transportation facility other than roads and associated facilities may be subject to the Storm Water Management Law, 38 M.R.S.A. Section 420-D.

B. Standards

(1) Photographs of the area to be altered by the activity must be taken before work on the site begins. The photographs must be kept on file and be made available at the request of the DEP.

(2) The activity must be reviewed by the Department of Inland Fisheries and Wildlife, the Department of Marine Resources, the Atlantic Salmon Authority, and the DEP's Division of Environmental Assessment prior to the notification being filed with the DEP. The activity must be performed according to any recommendations from these authorities.

(3) The activity must be performed in accordance with erosion control measures conforming with the State of Maine Department of Transportation Standard Specifications for Highways and Bridges Revision of April 1995 and with the Department of Transportation's Best Management Practices for Erosion and Sediment Control, September 1997.

NOTE: Guidance on the use of erosion control best management practices can be obtained from the on site Construction Manager.

(4) Alignment changes may not exceed a distance of 200 feet between the old and new center lines in any natural resource.

(5) The activity may not alter more than 300 feet of shoreline (both shores added together) within a mile stretch of any river, stream or brook, including any bridge width or length of culvert.

(6) The activity may not alter more than 150 feet of shoreline (both shores added together) within a mile stretch of any outstanding river segment identified in 38 M.R.S.A. 480-P, including any bridge width or length of culvert.

(7) The activity must minimize wetland intrusion. The activity is exempt from the provisions of Chapter 310, the Wetland Protection Rules, if the activity alters less than 15,000 square feet

of natural resources per mile of roadway (centerline measurement) provided that the following impacts are not exceeded within the 15,000 square foot area:

(a) 1,000 square feet of coastal wetland consisting of salt tolerant vegetation or shellfish habitat; or

(b) 5,000 square feet of coastal wetland not containing salt tolerant vegetation or shellfish habitat; or

(c) 1,000 square feet of a great pond.

All other activities must be performed in compliance with all sections of Chapter 310, the Wetland Protection Rules, except 310.2(C), 5(A), 9(1), 9(B) and 9(C).

(8) The activity may not permanently block any fish passage in any watercourse containing fish. The applicant must improve passage beyond what restriction may already exist unless the Department of Inland Fisheries and Wildlife, the Department of Marine Resources, the Atlantic Salmon Authority and the DEP's Division of Environmental Assessment concur that the improvement is not necessary.

(9) Rocks may not be removed from below the normal high water line of any coastal wetland, freshwater wetland, great pond, river, stream or brook except to the minimum extent necessary for completion of work within the limits of construction.

(10) If work is performed in a river, stream or brook that is less than three feet deep at the time and location of the activity, with the exception of culvert installation, the applicant must divert flow away from the activity while work is in progress.

(a) Diversion may be accomplished by the use of stable, inert material. No more than two thirds (2/3) of stream width may be diverted at one time.

(b) Any material used to divert water flow must be completely removed upon completion of the activity, and the stream bottom must be restored to its original condition.

(c) A pump may be operated, where necessary, for a temporary diversion. The pump outlet must be located and operated such that erosion or the discharge of sediment to the water is prevented.

NOTE: Guidance on the appropriate location of a diversion and materials which should be used for a stream diversion can be obtained from the on site Construction Manager.

(11) Wheeled or tracked equipment may not operate in the water. Equipment operating on the shore may reach into the water with a bucket or similar extension. Equipment may cross streams on rock, gravel or ledge bottom.

(12) All wheeled or tracked equipment that must travel or work in a vegetated wetland area must travel and work on mats or platforms.

(13) Any debris or excavated material must be stockpiled either outside the wetland or on mats or platforms. Hay bales or silt fence must be used, where necessary, to prevent sedimentation. Any debris generated during the activity must be prevented from washing downstream and must be removed from the wetland or water body. Disposal of debris must be in conformance with the Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. Section 1301 et seq.

(14) Work below the normal high water line of a great pond, river, stream or brook must be done at low water except for emergency work or work agreed to by the resource agencies listed in paragraph 2 above. Measures, such as a silt boom or staked fencing, must be employed to reduce and isolate turbidity.

(15) Perimeter controls must be installed before the work starts. Disturbance of natural resources beyond the construction limits shown on the plans is not allowed under this rule.

NOTE: Guidance on the location of construction limits can be obtained from the on site Construction Manager.

(16) The use of untreated lumber is preferred. Lumber pressure treated with chromated copper arsenate (CCA) may be used, provided it is cured on dry land in a manner that exposes all surfaces to the air for a period of at least 21 days prior to construction. Wood treated with creosote or pentachlorophenol may not be used where it will contact water.

(17) A temporary road for equipment access must be constructed of crushed stone, blasted ledge, or similar materials that will not cause sedimentation or restrict fish passage. Such roads must be completely removed at the completion of the activity. In addition, any such temporary roads which are in rivers, streams or brooks, must allow for a passage of stormwater flows associated with a 10-year storm.

(18) Soil may not be disturbed during any period when soils are saturated due to rain or snow melt, except as necessary to protect work in progress or as required for bridge maintenance activities. Areas where soils are saturated (i.e. water drips from the soil when squeezed by hand, or the soil is capable of being rolled into a rod 1/8th inch in diameter that does not crumble) must be immediately mulched if they are disturbed.

(19) Disturbed soil must be protected within one week from the time it was last actively worked, and prior to any storm event, using temporary or permanent measures such as the placement of riprap, sod, mulch, erosion control blankets, or other comparable measures.

(20) Hay bale or straw mulch, where used, must be applied at a rate of at least one bale per 500 square feet (1 to 2 tons per acre).

(21) If mulch is likely to be moved because of steep slopes or wind exposure, it must be anchored with netting, peg and twine, binder or other suitable method and must be maintained until a catch of vegetation is established over the entire disturbed area.

(22) In addition to the placement of riprap, sod, erosion control blankets or mulch, additional steps must be taken where necessary to prevent sedimentation of the water Evidence of sedimentation includes visible sheet, rill or gully erosion, discoloration of water by

suspended particles and/or slumping of banks. Silt fences, staked hay bales and other sedimentation control measures, where planned for, must be in place prior to the commencement of an activity, but must also be installed whenever necessary to prevent erosion and sedimentation.

NOTE: Guidance on the location and proper installation of erosion control measures can be obtained from the on site Construction Manager.

(23) Temporary erosion control measures must be maintained and inspected weekly until the site is permanently stabilized with vegetation or other permanent control measures. Erosion control measures must also be inspected immediately prior to and following storms.

(24) Permanent erosion control measures protecting all disturbed areas must be implemented within 30 days from the time the areas were last actively worked, or for fall and winter activities by the following June 15, except where precluded by the type of activity (e.g. riprap, road surfaces, etc.). The permanent erosion control measures must be maintained.

(25) The applicant shall immediately take appropriate measures to prevent erosion or sedimentation from occurring or to correct any existing problems, regardless of the time of year.

(26) Non-native species may not be planted in restored areas.

(27) Disposal of debris must be in conformance with Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. Sections 1301 et seq.

(28) Disturbance of vegetation must be avoided, if possible. Where vegetation is disturbed outside of the area covered by any road or structure construction, it must be reestablished immediately upon completion of the activity and must be maintained.

(29) A vegetated area at least 25 feet wide must be established and maintained between any new stormwater outfall structure and the high water line of any open water body. A velocity reducing structure must be constructed at the outlet of the stormwater outfall that will create sheet flow of stormwater, and prevent erosion of soil within the vegetated buffer. If the 25 foot vegetated buffer is not practicable, the applicant must explain the reason for a lesser setback in writing. Approval from the DEP must be in writing and any recommendations must be incorporated into the activity.

C. Definitions. The following terms, as used in this chapter, have the following meanings, unless the context indicates otherwise:

(1) Diversion. A rerouting of a river, stream or brook to a location outside of its established channel.

(2) Fill. a. (verb) To put into or upon, supply to, or allow to enter a water body or wetland any earth, rock, gravel, sand, silt, clay, peat, or debris; b. (noun) Material, other than structures, placed in or immediately adjacent to a wetland or water body.

(3) Floodplain wetlands. Freshwater wetlands that are inundated with flood water during a 100-year flood event based on flood insurance maps produced by the Federal Emergency Agency or other site specific information.

(4) Riprap. Rocks that are fit into place, usually without mortar, on a slope as defined in the State of Maine, Department of Transportation, Standard Specifications for Highway and Bridges, revision of April 1995.

DEPARTMENT OF THE ARMY
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS
696 VIRGINIA ROAD
CONCORD, MASSACHUSETTS 01742-2751

REPLY TO ATTENTION OF

MAINE PROGRAMMATIC GENERAL PERMIT (PGP)
AUTHORIZATION LETTER AND SCREENING SUMMARY

OFFICE OF ENVIRONMENTAL SERVICES
MAINE DEPT. OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333

CORPS PERMIT # NAE-2004-529
CORPS PGP ID# 04-143
STATE ID# PBR

DESCRIPTION OF WORK:
Place fill below the ordinary high water line of several unnamed tributaries to the Piscataquis River and in adjacent freshwater wetlands between Guilford and Dover Foxcroft, Maine in order to implement a number of improvements to a 4 mile section of Routes 6/15/16. Approximately 12,279 s.f. (0.28 acres) of wetland and stream bed will be impacted by the project.

LAT/LONG COORDINATES : 46.1705560° N 69.3632410° W **USGS QUAD:** SANGERVILLE, ME

I. CORPS DETERMINATION:
Based on our review of the information you provided, we have determined that your project will have only minimal individual and cumulative impacts on waters and wetlands of the United States. Your work is therefore authorized by the U.S. Army Corps of Engineers under the enclosed Federal Permit, the Maine Programmatic General Permit (PGP).

You must perform the activity authorized herein in compliance with all the terms and conditions of the PGP [including any attached Additional Special Conditions and any conditions placed on the State 401 Water Quality Certification including any required mitigation]. Please review the enclosed PGP carefully, including the PGP conditions beginning on page 5, to familiarize yourself with its contents. You are responsible for complying with all of the PGP requirements; therefore you should be certain that whoever does the work fully understands all of the conditions. You may wish to discuss the conditions of this authorization with your contractor to ensure the contractor can accomplish the work in a manner that conforms to all requirements.

If you change the plans or construction methods for work within our jurisdiction, please contact us immediately to discuss modification of this authorization. This office must approve any changes before you undertake them.

Condition 36 of the PGP (page 12) provides one year for completion of work that has commenced or is under contract to commence prior to the expiration of the PGP on September 29, 2005. You will need to apply for reauthorization for any work within Corps jurisdiction that is not completed by September 29, 2006.

No work may be started unless and until all other required local, State and Federal licenses and permits have been obtained. **This includes but is not limited to a Flood Hazard Development Permit issued by the town if necessary.** Also, this permit requires you to notify us before beginning work and allow us to inspect the project. Hence, you must complete and return the attached Work Start Notification Form(s) to this office no later than 2 weeks before the anticipated starting date. (For projects requiring mitigation, be sure to include the MITIGATION WORK START FORM).

II. STATE ACTIONS: PENDING [X], ISSUED[ ], DENIED [ ] DATE

APPLICATION TYPE: PBR: X , TIER 1: , TIER 2 : , TIER 3: , LURC: DMR LEASE: NA:

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: 4/8/04 LEVEL OF REVIEW: CATEGORY 1: X CATEGORY 2:

AUTHORITY: SEC 10 , 404 X 10/404 , 103

EXCLUSIONS: The exclusionary criteria identified in the general permit do not apply to this project.

ESSENTIAL FISH HABITAT (EFH): EFH PRESENT Y / N (CIRCLE ONE)
IF YES: Based on the terms and conditions of the PGP, which are intended to ensure that authorized projects cause no more than minimal environmental impacts, the Corps of Engineers has preliminary determined that this project will not cause more than minimal adverse effects to **EFH** identified under the Magnunson-Stevens Fisheries Conservation and Management Act.

FEDERAL RESOURCE AGENCY OBJECTIONS: EPA NO , USF&WS NO , NMFS NO

If you have any questions on this matter, please contact my staff at 207-623-8367 at our Manchester, Maine Project Office.

Jay L. Clement
JAY L. CLEMENT
SENIOR PROJECT MANAGER
MAINE PROJECT OFFICE

For Frank B. Delgiudice 12 APR 2004
FRANK J. DELGIUDICE **DATE**
ACTING CHIEF, PERMITS & ENFORCEMENT BRANCH
REGULATORY DIVISION

US Army Corps
of Engineers ®
New England District

ADDITIONAL CONDITIONS FOR DEPARTMENT OF THE ARMY PROGRAMMATIC GENERAL PERMIT NO. NAE-2004-529

1. The permittee shall assure that a copy of this permit is at the work site whenever work is being performed and that all personnel performing work at the site of the work authorized by this permit are fully aware of the terms and conditions of the permit. This permit, including its drawings and any appendices and other attachments, shall be made a part of any and all contracts and sub-contracts for work which affects areas of Corps of Engineers' jurisdiction at the site of the work authorized by this permit. This shall be done by including the entire permit in the specifications for the work. If the permit is issued after construction specifications but before receipt of bids or quotes, the entire permit shall be included as an addendum to the specifications. The term "entire permit" includes permit amendments. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions of the entire permit, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps of Engineers jurisdiction.

2. Adequate sedimentation and erosion control devices, such as geotextile silt fences or other devices capable of filtering the fines involved, shall be installed and properly maintained to minimize impacts during construction. These devices must be removed upon completion of work and stabilization of disturbed areas. The sediment collected by these devices must also be removed and placed upland, in a manner that will prevent its later erosion and transport to a waterway or wetland.

3. All exposed soils resulting from the construction will be promptly seeded and mulched in order to achieve vegetative stabilization.

4. Instream work shall occur from July 1 to September 15 in order to protect fisheries and local water quality.

5. Replacement culverts shall be installed with their inverts at or below existing stream bed grade so as to avoid “hanging” and associated impediments to fish passage.